

Volume: II
Chapter: 350
Date: August 2, 2000

CHANGE ORDER NO.: 1

SUBJECT: Revision of IAG/MOA/MOU Agreement Format

TO: USIBWC Executive Staff and Division and Project Managers

CONTROL: Office of the Chief Administrative Officer (CAO)

350.1

REQUIREMENT/AUTHORITY

This Change Order is issued under the authority of United States Section Directive Volume I, Chapter 001, Dated March 12, 1999, SUBJECT: UNITED STATES SECTION ISSUANCE SYSTEM.

350.2 PURPOSE

The purpose of this Change Order is to transmit a revised page H 350-D-6, the final page of the agreements format. The revision is to clarify whom the USIBWC signatories should be for most agreements.

350.3 FILING INSTRUCTIONS

Remove and dispose of the original page H 350-D-6 from Appendix D of the Directive. Insert the attached page H 350-D-6, CO 1, dated August 2, 2000.

350.4 RESPONSIBILITIES

Supervisors and managers responsible for the negotiation and approval of interagency, intergovernmental, and/or international agreements are responsible for assuring that such agreements are properly formatted, and that the signature page is accurate. These individuals are also responsible for the proper filing of this Change Order.

350.5 EFFECTIVE DATE

This Change Order is effective upon the issue date.

FOR THE COMMISSIONER

Rodney L. Adelman
Chief Administrative Officer

IAG/MOA/MOU/INTERAGENCY & INTERGOVERNMENTAL AGREEMENTS HANDBOOK

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FOR THE USIBWC

Date: _____

(Signature)

(Typed Name of Contracting Officer)

USIBWC CONTRACTING OFFICER

Date: _____

(Signature)

(Typed Name of Chief Financial Officer [CFO])

USIBWC CHIEF FINANCIAL OFFICER

United States Section
International Boundary and Water Commission
United States and Mexico

FOR THE [Other Agency Acronym]

Date: _____

(Signature)

(Typed Name of Signatory)

(Signatory's Position or Organizational Title)
(Enter Other Agency's Full Name)

United States Section Directive

Volume: II

Chapter: 350

Date: May 15, 2000

SUBJECT: Mandatory Procedures - Development, Implementation, Monitoring, and Maintenance of Interagency Agreements (IAG's), Memorandums of Understanding (MOU's), Memorandums of Agreement (MOA's), and Similar Intergovernmental/Interagency/International Agreements and Grants

TO: USIBWC Executive Staff and Division and Project Managers

CONTROL: Office of the Chief Administrative Officer (CAO)

350.1 REQUIREMENT/AUTHORITY

A. Under the provisions of a variety of laws and regulations such as, but not limited to, the Intergovernmental Cooperation Act, the Admiral James W. Nance Foreign Relations Authorization Act, the Intergovernmental Personnel Act, the Economy in Government Act, and the Federal Acquisition Regulations, the United States Commissioner is authorized to enter into agreements with other governmental entities such as other Federal agencies, State and Local Governments, educational institutions, and special governmental entities such as water districts. These authorities are in addition to the USIBWC's basic enabling legislation, its authorizing legislation, and its general and project-specific appropriations legislation. The purpose of these agreements is to accomplish necessary work for the benefit of United States citizens.

B. Because these agreements are essentially procurement actions involving the expenditure of resources, usually taxes paid by United States citizens and entrusted to the United States Commissioner by various entities, it is mandatory that:

C Agreements be prepared which clearly meet not only the letter, but also the spirit and intent of existing laws and regulations concerning competition, efficiency, and economy;

C All resources (fiscal, human, material, etc.) are expended in complete accordance of

existing law and regulation, and that the expenditure of any resources are carefully monitored to assure compliance with existing laws and regulations; and

- C All necessary records and other documentation are prepared and maintained to prevent inappropriate, improper, or illegal actions in any aspect of the agreements.

350.2 PURPOSE

The purpose of this Directive is to establish the framework for the mandatory policies, practices, and procedures for the development, implementation, monitoring, and maintenance of contractual agreements such as IAG's, MOU's, MOA's, and similar agreements. Specific requirements, practices, and procedures are stated in the Handbook (VOLUME II, Chapter 350, Handbook **H 350**) developed based upon the requirements stated in this Directive.

350.3 SUPERSESION

There has been no previous Directive, Handbook, or Manual on this subject. No previous documents are canceled or superseded.

350.4 RESPONSIBILITIES

A. The laws, rules, and regulations authorizing interagency and intergovernmental contractual agreements vest the authority and responsibility for such actions in the **United States Commissioner (Commissioner)**. Therefore, **except as specifically delegated or assigned**, the final authority, responsibility, and liability for the propriety of such agreements rests with the United States Commissioner. Specific delegations and assignments are stated in section 350.5, DELEGATION, below.

B. **Departmental level managers and heads of Headquarters offices** are responsible for the actions of their subordinates, and are responsible for observing the policies, practices and procedures as stated in this Directive and Handbook **H 350**. They are also responsible for assuring that their subordinate managers and supervisors act in compliance with the policies, practices, and procedures as stated in this Directive and Handbook **H 350**. Departmental level managers and heads of Headquarters offices are assigned the personal liability for any agreement consummated personally or by his/her subordinates which is not in accordance with this Directive and Handbook **H 350**.

C. The **Chief, Compliance Office** is responsible for periodically conducting audits of IAG's, MOU's, MOA's, and similar agreements to assure that all legal and/or regulatory requirements have been met and that appropriate action is being taken to assure an adequate level of internal control. In the event the Chief, Compliance Office, finds that legal and/or regulatory requirements are not being met, or that the levels of internal controls are not in compliance, he/she will, **within 30 calendar days** of determining the nature and extent of the deficiencies,

prepare a report detailing his/her findings for the attention of the Commissioner and the attention of the **Chief Administrative Officer (CAO)**, to whom the Commissioner has delegated the primary responsibility and authority for reviewing and monitoring such agreements prior to their finalization, during their implementation, and upon completion.

D. The **Legal Advisor** is responsible for reviewing such agreements prior to their finalization to assure that (1) legal requirements have been met, and (2) that the interests of the USIBWC and the United States Government as a whole are protected. The Legal Advisor is also responsible for assisting the **CAO** in resolving any legal issues concerning such agreements.

E. The **Chief Administrative Officer (CAO)** is responsible for reviewing such agreements to ensure that all such agreements are self-supporting (do not require a subsidy from, or put “at risk” the annual State Department appropriation), and that sufficient administrative support can be provided to ensure efficient use of agreement resources. The CAO is also responsible for the accounting and reporting of agreement resources, and securing necessary financial management (apportionment/allotment) authority for the use of those resources.

350.5 DELEGATION

A. The Commissioner hereby delegates to the Chief Administrative Officer (CAO) the responsibility for evaluating and approving such agreements prior to their finalization; the responsibility for monitoring the implementation of such agreements to assure that legal and/or regulatory requirements are being met; and for assuring that full documentation is properly prepared to assure that all actions taken were legal, regulatorily correct, and proper upon the close-out or completion of such agreements. This authority includes the authority to initiate corrective action when needed, and to recommend disciplinary action where appropriate. This delegation may be further delegated to not more than one office or individual.

B. The Commissioner hereby delegates to Departmental Level Managers and the heads of Headquarters Offices the authority to, subject to the policies, practices, procedures, and conditions stated in Handbook **H 350**, enter into **discussions** with other governmental entities which may lead to a contractual agreement. Upon approval of _the **CAO**, these individuals may enter into formal **discussions and/or negotiations** which may lead to a contractual agreement. However, prior to finalizing such an agreement, the review procedures specified in Handbook **H 350** must be completed, and the agreement must have the formal approval of the **Contracting Officer**. The authority to discuss and negotiate may be delegated to subordinate managers at no lower than Division Engineer, Division Manager, or Project Manager level. Failure of subordinates to whom such authority has been delegated to act properly **does not** absolve the Department Level Manager or head of a Headquarters Office from personal liability should his or her subordinates fail to observe established requirements.

350.6 EFFECTIVE DATE

This Directive is effective 15 calendar days following its issue date.

John M. Bernal
United States Commissioner

**UNITED STATES SECTION
INTERNATIONAL BOUNDARY AND WATER COMMISSION
UNITED STATES AND MEXICO**

ADMINISTRATION DEPARTMENT

IAG/MOA/MOU/INTERAGENCY

AND

**INTERGOVERNMENTAL
AGREEMENTS**

HANDBOOK

VOLUME : II
CHAPTER : 350
HANDBOOK: H 350
DATE : MAY 15, 2000

IAG/MOA/MOU/INTERAGENCY & INTERGOVERNMENTAL AGREEMENTS HANDBOOK

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United States Section Handbook

Volume: II
Chapter: 350
Handbook: H 350
Date: May 15, 2000

Mandatory Procedures
Development, Implementation, Monitoring, and Maintenance Of
Interagency Agreements (IAG's), Memorandums of Agreement (MOA's)
Memorandums of Understanding (MOU's), and Similar Intergovernmental Agreements,
International Agreements/Minutes and Grants

H 350.1 Requirement and Reference

This Handbook has been prepared to provide the mandatory procedures for the development, implementation, monitoring, and maintenance of Interagency Agreements (IAG's), Memorandums of Agreement (MOA's), Memorandums of Understanding (MOU's), similar interagency/intergovernmental agreements, and grants. United States Section Directive Volume II, Chapter 350, dated May 15, 2000, with the same subject as shown above, provides that a Handbook such as this will be prepared and distributed to help assure the proper preparation and use of such interagency agreements.

H 350.2 Control

As stated in Directive Volume II, Chapter 350, dated May 15, 2000, the United States Commissioner has delegated the responsibility for monitoring such agreements at all stages to the **Chief Administrative Officer (CAO)**. Questions regarding these requirements should be addressed to that office which will either obtain the information and provide it to the requestor, or will refer the requestor to the Office/individual which can provide the information directly and expeditiously. In some instances, it may be more appropriate to contact the **Contracting Officer** directly.

H 350.3 Supersession

There has been no previous Handbook or Manual on this subject. Therefore, no previous instructions are superseded.

H 350.4 Effective Date

The provisions of this Handbook are effective fifteen (15) calendar days following the date of issuance.

H 350.5 General

A. Known by a variety of different names, and usually with somewhat less stringent requirements than a competitive contract with private industry contractors, interagency and/or intergovernmental agreements **are contracts**, and there are requirements which must be met to assure that the agreements, and the activities resulting from the agreements, are legal and in accordance with existing laws and regulations.

B. One must be careful to maintain the required documentation, in assuring that any changes are made within the legal and regulatory framework, and in assuring that a thorough and complete “audit trail” is maintained at all times during the implementation of the agreement. Because of their contractual nature, failure to maintain control over such agreements and assure that all actions are in accordance with existing laws and regulations can result in what is essentially an unauthorized commitment, sometimes called an “unratified purchase,” and as in other instances when procurement and fiscal requirements are not met, the official taking or permitting an illegal, improper, or irregular action may be held personally liable for the improper expenditures. As stated in the Directive which is the basis for this Handbook, the United States Commissioner has imposed the requirement for accountability/liability with the delegation of authority to act.

C. As with all governmental financial matters, agencies must avoid unauthorized use of Congressional appropriations, and must assure that funds appropriated for one purpose are not used for any other purpose without first securing required approvals. Subsidizing an activity with funds appropriated for a different activity is not permitted. A major purpose of this Handbook is to attempt to eliminate such situations because the USIBWC is frequently financially liable for unreimbursed expenditures. Another purpose is to improve the control and utilization of interagency and intergovernmental agreements.

D. The format of the information which follows is, to the extent possible, in “building block” order, with the first actions or activities listed first and then the follow-on activities are shown. Where reviews, concurrences, and/or approvals are required prior to moving to the next set of activities, the information of “who, what, and when” is shown.

E. Interdepartmental/office communication, coordination, and cooperation within the USIBWC is crucial. Each contact person must be fully informed of the capabilities of the USIBWC so that internal capabilities such as design, construction management, environmental contract

management, etc. can be fully utilized while at the same time agreements are not reached which exceed the USIBWC's capabilities.

H 350.6 Initial Contacts

A. When the initial contact is made by the USIBWC, the full scope of the activity which will most likely result if an agreement is reached should be known, and the steps shown in H 350.7, Defining the Scope and Cost of the Project, Initial, and H 350.8, Initial Review and Approval, should have been completed. Understandably, as a result of discussions/negotiations, the scope of the activity may change, and some additional work may be required to more accurately determine anticipated costs, as well as re-submittal for review and approval.

B. When the initial contact is made with the USIBWC by another governmental entity, the person contacted, or the person to whom the responsibility for initial, informal discussions is assigned, must obtain as much information as possible regarding the scope of the desired activity. As an absolute minimum, a full description of the work to be performed, where and when the work is to be performed, what resources the contacting party will provide, and the expected duration of the activity is to be obtained. The USIBWC representative must assure that **no** commitment, implied or actual, is made to the other governmental entity regarding the proposed activity. The USIBWC representative must be very clear that these are considered informal discussions only, and that the main purpose is to obtain sufficient information for the USIBWC to make an initial decision as to whether or not to continue the discussions.

H 350.7 Defining the Scope and Cost of the Project, Initial

A. Working with the information obtained in the initial contact, a fairly detailed outline of the work to be performed should be prepared. Where necessary, the representative of the other organization(s) should be contacted to resolve questions and clarify expectations. If the contact was initiated by the USIBWC, the outline prepared before the contact was made is to be modified if considered appropriate as a result of the initial contact.

B. The detailed outline will serve as the basis for developing the initial estimate of costs, and should include sufficient information to assure that the USIBWC is not subsidizing work which is requested by an outside party. In some instances, it may be that the work is considered mutually beneficial, and it would be appropriate to use some USIBWC resources in the work. **However**, the final decision(s) regarding such subsidies must be made in the review and approval process described below. Where USIBWC subsidies will be involved, the definition of the scope of the work must clearly identify the subsidies, the amount, and the justification. It must be clearly established and documented that budget authority exists for such expenditures.

C. The initial costing activity will use the Budget and Costs Definitions in Appendix A, and the Cost Calculation Worksheet in Appendix B. Upon completion of this work, the preparer is responsible for a detailed review to assure that projections are accurate, and for identifying any costs

which are not addressed using the two appendices.

H 350.8 Initial Review and Approval*

A. The proposed scope of work, with worksheets and justifications attached, will first be reviewed by the head of the departmental level office responsible for supervision of the office where the proposed scope and anticipated costs was prepared. This must be a careful review, and a cursory review will not be sufficient. Any questions will be resolved before the package is forwarded.

B. The next reviewer will be the Office of the Legal Advisor where a determination will be made as to whether or not the proposed agreement meets existing legal and regulatory requirements for the type of proposed agreement. If it does not, the Office of the Legal Advisor will return the package to the departmental level manager of the originating office with a brief statement of the deficiencies which must be corrected. The corrected package will be resubmitted to the Office of the Legal Advisor. When the package is acceptable, the Office of the Legal Advisor will forward the package to the next reviewing office.

C. The next reviewing office will be the Budget/Financial Services office which will review the proposed funding to: determine whether or not current legal and regulatory financial requirements are met; whether or not the USIBWC has the required reimbursable and Full Time Equivalent Personnel (FTE) authority; whether or not and/or what impact the agreement will have on other FTE and financial accounts; and to initiate action to set up required financial accounts. If required authorities are not present, or the agreement will have an adverse impact on existing accounts, the package will be returned to the departmental level manager of the originating office with a memorandum stating the deficiencies which must be corrected before the package is resubmitted to the Budget/Financial Services Office. When the package is acceptable, the Budget/Financial Services office will forward the package to the next reviewing office.

D. The next reviewing office will be the Acquisition Division where the package will be reviewed to assure that the proposed work and approach will meet current contracting requirements. If it is deficient, it will be returned to the departmental level manager of the originating office with a memorandum stating the deficiencies and corrections which will have to be made prior to the resubmission of the package to the Acquisition Division. When the package is acceptable, a tentative contract number will be assigned, a Contracting Officer will be assigned, and the package will be forwarded to that office designated by the United States Commissioner as the controlling office for such agreements.

E. Following review of the package and briefing of the United States Commissioner, the package, assuming it is approved, will be returned to the departmental level manager of the originating office. Assuming such work is not assigned to another office, the originating office will be authorized to enter into Formal Discussions. Because these discussions will most likely result in a contract, the designated Contracting Officer must be involved.

***NOTE:** In those instances where the USIBWC is initiating the contacts, the steps outlined above will have been completed **before** the initial contact is made.

H 350.9 Formal Discussions

A. The primary purposes of the formal discussions are to assure (1) that the full extent of the work is known, and (2) that all parties have a good understanding of who will do what, when, where, and at what cost. Every effort is to be made to assure that there are no “loose ends,” and that there is agreement among the parties regarding any expectations.

B. The formal discussions will normally produce information regarding the amount, type, timing, and location of the work which is different from that of the initial, informal discussions. This information must be clearly highlighted, and must be used both to develop the final project scope of work, and to refine the cost estimates.

C. At this point, it is quite important that USIBWC offices engaged in these discussions understand that they must make **no** commitment regarding the agreement to the other party or parties. Formal commitment must be made by the signatory authority, and the agreement must go through the formal, final review and approval process before signature.

H 350.10 Defining the Scope and Cost of the Project, Final

A. The information obtained in the formal discussions should be used to prepare a final project scope. This work should be performed with great attention to detail and substance, because this will form the basis of the agreement (contract), and any changes in the future will require substantial justification as well as the same level of review and approval as indicated above.

B. Once the scope is finalized, it must be “costed,” **and it must be submitted through the same review process as described above** (i.e., H 350.8) before it can be finalized. Only the United States Commissioner or the individual or office designated by the United States Commissioner can sign as the approving officer. The final review package must contain all documents required in any contract, to include the completed Requisition form.

H 350.11 Office of Record

A. The “Office of Record” is that office where the original agreement, and the original copy of any changes to the agreement, are maintained. The original of all such agreements, and changes to the agreements, will be maintained in the Acquisition Division except international agreements and Minutes. The original of international agreements/minutes will be retained by the Foreign Affairs Office. The Foreign Affairs office will provide the Acquisition Division with a Duplicate Original of

agreements and changes to agreements.

B. The operating office which is implementing the agreement will retain a Duplicate Original of the agreement and any changes to the agreement for their day-to-day use in implementing the agreement. While there is only one Record copy required, the operating office must assure that they have a full understanding of all requirements, and the duplicate copy is to assist them by being readily available for review.

C. It is the responsibility of the Contracting Officer and the office negotiating and finalizing the agreement or changes to the agreement to assure that the Acquisition Division receives the required original documents.

H 350.12 Periodic Reports

The USIBWC will rely upon a system of internal reports to maintain oversight of on-going agreements. As a minimum, the following reports will be used in the monitoring process.

- S A quarterly activity report covering the major activities of the office will be prepared by the on-site operating office for each agreement. One copy of the report will be routed through the operating office's management chain to the departmental level manager. One copy will be routed directly to the Contracting Officer. One copy will be routed to the Budget Office, and one copy will be routed to the USIBWC agreements monitor, the **CAO**.
- S A monthly budget report will be prepared by the USIBWC Budget Office. One copy of the report will be sent directly to the operating office which is responsible for resolving any differences with the Budget Office. One copy will be sent directly to the Contracting Officer, and one copy will be routed to the agreements monitor.
- S A monthly report of pay requests will be prepared by the operating office. This report will reflect:
 - C The number and amount of any "draw downs;"
 - C The number of pay requests received to include the dollar amounts of each;
 - C The number of pay requests approved, to include the dollar amounts of each;
 - C The number of pay requests rejected, to include the dollar amounts of each and the reason(s) for rejection; and
 - C The number of pay requests remaining, to include the dollar amounts of each and the anticipated date by which the review of the requests will be completed.

One copy of this report will be routed through the operating office's management chain to the departmental level manager. One copy will be routed to the Contracting Officer. One copy will be routed to the Budget Office, and one copy will be routed to the

agreements monitor.

- S The agreements monitor will prepare a monthly briefing paper for the information of the United States Commissioner with a copy being provided to the Acquisition Division and the Budget Office. This report will provide a brief status report on each agreement to include progress, problems, and budgetary conditions.

H 350.13 Changes in the Planned Work

A. It would be highly unusual if an agreement to perform work began and ended with no changes in the work to be performed, or by whom the work is to be performed, or when the work is to be performed, or, in some instances, where the work is to be performed. Such changes should be expected and planning to deal with the changes should be completed before the agreement begins. While you cannot predict the future, you can be prepared to deal with the changes the future will bring.

B. Since these agreements are contractual in nature, the changes must be dealt with in much the same fashion as any other modification to a contract. As a minimum:

- S The changes must be defined sufficiently to permit a cost determination;
- S The changes must fall within the scope of the original agreement, or a determination must be made that, while the change is outside the scope of the original agreement, it is still within the legal and regulatory framework which controls such agreements;
- S The proposed changes must go through an abbreviated review process developed by the agreements monitor to assure that budget and contracting requirements are met; and
- S The proposed changes must have the approval of the United States Commissioner or his/her designee.

H 350.14 Changes in Budget

A. There are several possible changes in budget with which you may be required to deal. Some, but not all, of these are:

- C Changes in work may require budgetary changes with increases or decreases in funding;
- C Changes in appropriations which may cause increases or decreases in funding;
- C Corrections of errors in initial budgetary planning may require the shifting of funding from one budget classification to another;
- C Changes in the number and type of personnel may require changes in budget requirements; and

C Changes in the priority of the work may require increases or decreases in the budget.

B. Maintaining an absolutely accurate control of the budget at all times is essential. It is not an area which can be left for correction at a later date. It is critical that you understand that any change in an element of the budget has a “domino effect” on other areas of the budget.

C. When there is a change, no matter how small, the individual or office responsible for implementing the agreement must take the actions outlined below. Where the changes result in no increase in the use funds or changes in budget classification, the change must be made before the end of the pay period following the pay period in which the change takes place. If possible, the actions should be taken before the change(s) take place. If the change will result in an increase in the use of funds or change in budget classification, the actions **must be taken before** the change is effected to avoid an unauthorized commitment or possible Anti-Deficiency Act violation.

- (1) The budgetary change must be defined in terms of its impact upon (a) the work to be performed, (b) the personnel required to perform the work, (c) any changes in the number or type of agreements/contracts which will be required to perform the work, (d) where changes are required, the impact on the timing and cost of the performance of the agreement/contract, and (e) the identification of any changes in budgetary allocations which will be required.
- (2) Once the changes are defined, the office must then work through the Cost Calculation Worksheet contained in Appendix B, clearly identifying the changes by showing, as a minimum, the previous estimate and the new estimate.
- (3) Once completed, the re-defined work and proposed changes in budget must be submitted through the abbreviated review and approval process developed by the agreements monitor so as to assure legal and regulatory compliance, and should include a completed Requisition form and Change Order form for any cost changes.

NOTE: Pending review and approval, the office or individual responsible for implementing the agreement has no legal or regulatory authority to expend funds in the new categories which may be required. Therefore, it is imperative that the highest priority be given to processing the information so that it can be submitted in a timely fashion. The reviewing offices have work of equal or higher priority to perform and cannot be expected to push everything aside to deal with a late submittal.

H 350.15 Documentation Requirements

Until such time as the need for documentation greater than that already called for in this Handbook is shown, no additional documentation will be required other than that which may be required in contracting actions such as the requirement for the preparation of a Determination and Findings to support an Economy Act agreement/action. However, all offices must exercise caution to

assure that documentation requirements reflected in this Handbook are met.

H 350.16 Inventory Requirements

A. Most interagency/intergovernmental agreements/contracts will provide funding for the purchase of the supplies, materials, and equipment required to perform the work. In some instances, the USIBWC will retain the equipment when the work is completed. In other instances, the equipment will revert to the funding agency, or a determination will be made by the funding agency as to the disposition of the equipment. The terms of the agreement must state the disposition of equipment once the project is completed.

B. **In all instances**, the USIBWC must maintain a precise, detailed inventory of all equipment purchased, including instances where the equipment will revert to the USIBWC. As a minimum, this inventory must show:

- 1) Who requisitioned the equipment and its cost;
- 2) A full description of the equipment including the “brand” name;
- 3) Where and when the equipment was received and assigned;
- 4) Any reassignments of the equipment; and
- 5) Current physical location and condition.

C. While it is permissible to have regular USIBWC equipment at the same location as equipment purchased through the special funding, managers/supervisors must assure that each category of equipment is **properly marked and identified** to distinguish between the two categories of equipment. Managers/supervisors must assure that equipment purchased for use in completing a specific project is used for that project alone until such time as the equipment is properly released for other uses.

H 350-17 Audit Requirements

A. The USIBWC is responsible for obtaining/performing audits in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501 - 7507) and revised OMB Circular A-133. These audits will be made in accordance with generally accepted government auditing standards covering financial audits.

B. Such audits are required for **all** agreements, and any contracts resulting from the agreements. In some instances, and particularly those instances where the USIBWC is receiving grant funds from another Federal agency, it may be required that these audits be performed by an

independent auditor. Each agreement will be reviewed at the informal and formal levels of discussion to determine the nature and extent of the audit requirements. The cost of these audits will be included in the overall cost of the agreement as a separate line item.

H 350-18 Restrictions on Lobbying - Grant Funds

[Pub. L. 101-121 (31 U.S.C. 1352); 33 U.S.C. 1251 *et seq.*; 42 U.S.C. 7401 *et seq.*; 42 U.S.C. 6901 *et seq.*; 42 U.S.C. 300f *et seq.*; 7 U.S.C. 136 *et seq.*; 15 U.S.C. 2601 *et seq.*; 42 U.S.C. 9601 *et seq.*; 20 U.S.C. 4011 *et seq.*; 33 U.S.C. 1401 *et seq.*]

A. Conditions on use of funds.

No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions:

- S the awarding of any Federal contract;
- S the making of any Federal grant;
- S the making of any Federal loan;
- S the entering into of any cooperative agreement; and/or
- S the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement

B. Certification requirements

Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification that -

- S the person has not made, and will not make, any payment prohibited by paragraph A. of this section;
- S where indicated as appropriate by completion of a disclosure form, a statement if such person has made, or has agreed to make, any payment using nonappropriated funds (to include profits made from any covered Federal action) which would be prohibited under the terms of paragraph A. of this section if paid with appropriated funds; and

- S** states whether or not that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Federal action.

C. Definitions

Agency, as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

Covered Federal action means any of the following Federal actions:

- (1) The awarding of any Federal contract;
- (2) The making of any Federal grant;
- (3) The making of any Federal loan;
- (4) The entering into of any cooperative agreement; and
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Federal contract means an acquisition contract awarded by an agency, including those subject to the Federal Acquisition Regulation (FAR), and any other acquisition contract for real or personal property or services not subject to the FAR.

Federal cooperative agreement means a cooperative agreement entered into by an agency.

Federal grant means an award of financial assistance in the form of money, or property in lieu of money, by the Federal Government or a direct appropriation made by law to any person. The term does not include technical assistance which provides services instead of money, or other assistance in the form of revenue sharing, loans, loan guarantees, loan insurance, interest subsidies, insurance, or direct United States cash assistance to an individual.

Federal loan means a loan made by an agency. The term does not include loan guarantee or loan insurance.

Influencing or attempting to influence means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

Local government means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

Officer or employee of an agency includes the following individuals who are employed by an agency:

- S An individual who is appointed to a position in the Government under title 5, U.S. Code, including a position under a temporary appointment;
- S A member of the uniformed services as defined in section 101(3), title 37, U.S. Code;
- S A special Government employee as defined in section 202, title 18, U.S. Code; and
- S An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, U.S. Code appendix 2.

Person means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit.

NOTE: Providing any information **specifically** requested by an official agent of, or Member of Congress is allowable at any time.

D. Penalties

- (1) Any person who makes an expenditure prohibited by this section shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.
- (2) Any person who fails to file or amend the disclosure form to be filed or amended if required herein, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- (3) A filing or amended filing on or after the date on which an administrative action for the imposition of a civil penalty is commenced does not prevent the imposition of such civil penalty for a failure occurring before that date.
- (4) An imposition of a civil penalty under this section does not prevent the United States from seeking any other remedy that may apply to the same conduct that is the basis for the imposition of such penalty.

E. Certification Form

As stated in H 350-18, paragraph B. above, certifications regarding lobbying are required in some instances. Shown in Exhibit A on the next page is the text of the certification which is required. This may be prepared in letter form, or it can be converted to a standard agency form.

Exhibit A

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid, or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

(Signature)

(Date of Signature)

(Typed Name)

FOR:

(Organization)

(City & State Where Organization Located)

APPENDIX A

Budget and Cost Definitions

The objective of this list of definitions is to attempt to identify all costs which may be associated with a proposed project or agreement. Most of the possible costs are identified, but costs unique to a specific project or agreement may need to be identified and taken into account in developing an estimated budget.

PERSONNEL COSTS

All personnel costs need to be identified. These will include not only the cost of the personnel of the unit performing the work, but also the costs of the USIBWC **support units** such as the Human Resources Office, Administration Department Divisions (AD, F&A D, GSD, IMD, Budget), Auditor, and Legal Advisor. While some general guidance will be available, **activity-specific discussions must be held with the support units to refine accurate budget projections.**

The major personnel cost categories are:

Personnel Compensation - Regular These are regular salary costs paid to individuals, including paid leave. If the exact grade and step of the employees to be involved in the work is known, the exact information should be used. However, if employees will be involved for whom the exact grade and step is not known, you should use:

Step 4 of the grade for GG employees; and
Step 2 of the grade for WG employees.

These are the “representative rates” which are accepted throughout the Federal government. A GG work year is 2,087 hours, and a WG work year is 2,080 hours.

Personnel Compensation - Premium This is the anticipated pay for overtime, holiday work, Sunday work, Shift, Night, or Hazard Differentials, and cash awards.

Personnel Benefits These are such things as the Government contributions to FICA, Medicare, life and health insurance, Thrift Savings Plan, Retirement, Severance Pay, and Unemployment Compensation* if it is anticipated that entitled employees will be laid off at the end of the work. You should also include Workman’s Compensation if the nature of the work is such that on-the-job injuries may occur. In most cases, a “thumb-nail” percentage of the salary costs can be used for all but severance pay, unemployment compensation*, and workman’s compensation which must be computed separately. The CAO or Budget Office can provide you with the percentage which is being used. The percentage was 29% at the time this Handbook was prepared.

****(NOTE: If TERM employees are to be used, or other employees appointed for more than one year,***

*it is critical to include **Unemployment Compensation** in the budget projections. These individuals are not normally entitled to Severance Pay, but they will be entitled to Unemployment Compensation which is paid by the employer after the project is completed. The amount of these payments will vary from State to State.)*

TRAVEL

Include all travel costs, including mission travel, conference travel, training travel, Permanent Change of Station (PCS) travel, rental of GSA sedans and vans, and rental of commercial sedans and vans (GSA and Commercial trucks and pickups are covered under Transportation of Things, below. Careful - some SUV's are categorized as "trucks.")

Any special travel requirements such as project site orientation visits, pre-bid conferences away from the usual office location, etc., by USIBWC employees, contractor employees, or employees of other Federal agencies should be identified and included. (Usually, only USIBWC travel would be covered, and other travel would be at the expense of the contractors or other Federal agencies. However, in some instances, the USIBWC may cover all or part of the other travel expenses, or may provide transportation, "guide" personnel, etc.)

TRANSPORTATION OF THINGS

These are all transportation costs, including freight, common carrier or contract carrier such as United Parcel Service and Federal Express, GSA and commercial truck (including pickups and some SUV's) rental or lease, mail transportation, transportation of household goods etc. Note that while GSA sedans and vans are covered under Travel, pickups and some SUV's are covered under Transportation of Things.

RENT, COMMUNICATIONS, AND UTILITIES

This covers all charges for possession and use of property and equipment or systems owned by others and used by the USIBWC through rental or lease (not including vehicles listed earlier, or items which are purchased). Some of the more common categories are:

- (1) Telephone service, including cell telephones, FAX, and modem lines;
- (2) Electric service;
- (3) Rental of office space and temporary storage space;
- (4) Rental or lease of office equipment such as copiers, FAX machines, computers, printers, furniture, etc.;
- (5) Rental or lease of machinery such as generators, pumps, transformers, cranes, and other production and/or construction equipment;
- (6) Rental/lease costs associated with communications services including radios, radio repeaters, and tower space;
- (7) Postage (not including parcel post which is under Transportation of Things) and rental

- of Post Office boxes; and
- (8) Utility services such as gas, water, heat, air conditioning, etc.

PRINTING AND REPRODUCTION SERVICES

These are charges for contractual printing and reproduction, including photo composition, photography, photographic film processing, blueprints, photostating and microfilming, and related composition and binding operations performed by the Government Printing Office, other Government agencies, or commercial printers or photographers. When there are costs in this category, care must be exercised to place the costs into the correct category or either “printing” or “reproduction.” Note that charges for the rental/lease of photocopying equipment in USIBWC space and used by USIBWC employees is not in this category.

OTHER SERVICES

This covers charges for contractual services not otherwise classified, to include supplies and materials which may be provided by the contractor in providing the services. Some of the categories included are:

- S Experts, consultants, and Technical Advisors, including A-E’s and similar firms, but not including such individuals employed through the Human Resources Office by a personnel action;
- S Repairs and alterations to buildings, bridges, viaducts, equipment, etc., which are performed by contract;
- S Storage and maintenance, when obtained by contract, for vehicles, storage of household goods, etc.
- S Contracts for ADP Software with a useful life of under two years;
- S Janitorial services, trash collection, soil analysis, weight vehicles, and other maintenance contracts such as for copiers, FAX machines, computers, etc.;
- S Publication of notices in the Federal Register or news media, advertising, radio and television time;
- S College/conference/training course fees, tuition, and other charges such as for money orders;
- S Short-term rental of space for public meetings, “start-up” meetings, etc.
- S Employment of interpreters, “court reporters,” and translators for the purpose of recording public meetings, providing interpreter services at public meetings, providing English and Spanish transcripts of meetings, etc.; and
- S Auditor services if obtained by contract.

SUPPLIES AND MATERIALS

This covers such things as “off-the-shelf” software costing less than \$25,000 and with a useful life of less than two years, pencils, paper, calendar pads, stenographic notebooks, regular standard forms, unprinted envelopes, other office supplies, desk trays, pen sets, calendar stands, photocopier supplies, computer tapes and discs, manuals, publications such as those obtained by subscription to magazines and periodicals, pamphlets, documents, books, newspapers, records, cassettes, chemicals such as insect repellents, herbicides, pesticides, and waxes, fuel and lubricants, cleaning and toilet supplies, and materials and parts such as for the repair of equipment, machinery, buildings. Also included are items such as batteries, keys, paint, ice, plaques, maps, undeveloped photographic film, slides, drinking water, etc.

EQUIPMENT

This covers the cost of purchased items such as motor vehicles/trucks, boats, desks, tables, chairs, typewriters, computers, monitors, keyboards, printers, calculators, compressors, engines, generators, electric motors, transformers, pumps, books, telephone equipment, electronic equipment, appliances, vacuum cleaners, telecopiers, cameras, transducers, calibration equipment, hoists, flow meters, scientific equipment, measuring and weighing instruments, photographic equipment, duplicating equipment, movie, slide, and overhead projectors, lab equipment, radios, software costing more than \$25,000, tools and implements, etc.

LAND AND STRUCTURES

This covers the costs of purchased land, buildings, office trailer and facilities, and improvements to land and structures. It also covers the cost of fixtures and equipment to be added to the land or structures such as elevators, plumbing, power plant boilers, fire alarm and security systems, lighting, and heating/air conditioning systems, etc.

GRANTS, SUBSIDIES, AND CONTRIBUTIONS

This covers the costs of any grants, subsidies, gratuities, and other aid for which cash payments are made to States, other political subdivisions, corporations, associations, and individuals; contributions to international societies, commissions, proceedings, or projects whether in lump sum or as quotas of expenses; contributions fixed by treaty; grants to foreign countries, etc. Note that non-cash contributions such as services, supplies, materials, and the like are covered by the section representing the nature of the services, articles, etc. which are contributed. For example, a contribution of a pickup truck would be covered by “Equipment.”

ADMINISTRATIVE OVERHEAD COSTS

This is a determination of the administrative costs incurred by the USIBWC for the project or agreement. In some instances, it may be possible to determine a “thumb nail” cost for like or similar projects/agreements, but the categories must be reviewed in each instance to avoid subsidizing the activity. Elements include, but are not limited to, such items as:

- S Human Resources Office costs for recruiting new personnel, obtaining referrals of eligibles from the U.S. Office of Personnel Management, processing the new hires into the USIBWC workforce, and processing any required current or future Notification of Personnel Action (SF-50's);
- S Finance and Accounting Division and Budget Office costs (including NFC charges) for processing payroll actions, processing payments and invoices (if such costs are not covered by the personnel costs of added TERM or temporary employees), maintenance of the budget and funds control, and accounting for and reporting funding transactions;
- S Information Management Division costs for determining equipment and software compatibility, setting up and maintaining computer equipment, maintaining the computer based electronic communication/LAN system, technical support, and troubleshooting computer related problems;
- S Acquisition Division costs for preparing and issuing solicitations and contracts (to include the costs for photocopying), for small purchases, and for contract administration;
- S General Services Division costs for arranging and setting up office space, furniture, telephone systems, etc., for receiving and delivering supplies, materials, equipment, etc., and for processing mail, to include the costs of postage;
- S Costs of the Office of the Legal Advisor for reviewing agreements, contracts, protests, appeals, and claims;
- S A pro-rate share of the office building lease, telephone service FAX service, etc. if these costs are not budgeted separately;
- S Costs incurred by audit staff who are USIBWC employees engaged either directly in audits of contracts/agreements, or in overseeing contract audit staff; and
- S An overhead cost to represent a proportional share of the cost of USIBWC management, i.e., time required by the CAO, ACAO, FAO, PE's, Commissioner, etc.

These costs may range from 25% to over 100% of the work costs.

APPENDIX B

Cost Calculation Worksheet

H 350-B.1 Purpose

The Cost Calculation Worksheet (Worksheet) is to be used in conjunction with the Budget and

Cost Definitions (Appendix A). Its purpose is to guide the development of a budget for a project or agreement by providing reasonably accurate data. If, in the development of the agreement or project, unanticipated costs are identified, they should be added to the budget so as to avoid either budget deficits or the need to secure approval to shift funds among the budget categories. Where standard costs are shown, **these are as of February 2000**, and most will change at the beginning of each fiscal year. Check to determine the accuracy of the costs and percentiles for each new fiscal year.

PERSONNEL COSTS

Regular personnel compensation	-	-	-	-	-	\$	_____
Premium pay personnel compensation	-	-	-	-	-	\$	_____
Regular personnel benefits (29% of regular personnel compensation)						\$	_____
Workman's Compensation Benefits	-	-	-	-	-	\$	_____
Unemployment Compensation Benefits	-	-	-	-	-	\$	_____
Severance Pay Benefits (See HRO for calculation procedure)						\$	_____
Total Personnel Costs	-	-	-	-	-	\$	_____

TRAVEL COSTS

Mission Travel, including travel for “start-up” meetings, pre-bid conferences, etc.	-	-	-	-	-	-	\$	_____
Conference Travel	-	-	-	-	-	-	\$	_____
Training Travel	-	-	-	-	-	-	\$	_____
PCS Travel	-	-	-	-	-	-	\$	_____
Commercial & GSA Vehicle (Sedans/Vans) Rentals	-	-					\$	_____
Parking Fees	-	-	-	-	-	-	\$	_____
Bridge Tolls	-	-	-	-	-	-	\$	_____
POA/POV Mileage Fees	-	-	-	-	-	-	\$	_____
Total Travel Costs	-	-	-	-	-	-	\$	_____

TRANSPORTATION OF THINGS COSTS

Freight	-	-	-	-	-	-	-	\$	_____
Common/Contract Carrier (UPS, Fed Ex, etc.)	-	-	-	-	-	-	-	\$	_____
GSA & Commercial Truck/Pickup Rentals/Leases	-	-	-	-	-	-	-	\$	_____
Mail Transportation (Not including 1 st Class)	-	-	-	-	-	-	-	\$	_____
Transportation of Household Goods	-	-	-	-	-	-	-	\$	_____
Other Transportation Costs	-	-	-	-	-	-	-	\$	_____
Total Freight Costs	-	-	-	-	-	-	-	\$	_____

RENT, COMMUNICATIONS, AND UTILITIES

Telephone Service, including cell phones, FAX, and modem lines- \$_____

Electrical Service	-	-	-	-	-	-	-	\$ _____
Rental/Lease of Office Space	-	-	-	-	-	-	-	\$ _____
Rental/Lease of Office Equipment (Copiers, FAX, Computers, etc.)	-	-	-	-	-	-	-	\$ _____
Rental/Lease of Machinery	-	-	-	-	-	-	-	\$ _____
Communications Services	-	-	-	-	-	-	-	\$ _____
Postage & Rental of Post Office Boxes	-	-	-	-	-	-	-	\$ _____
Utility Services (Gas, Water, Heat, Air Conditioning, etc.)	-	-	-	-	-	-	-	\$ _____
Total Rent/Communications/Utilities Costs	-	-	-	-	-	-	-	\$ _____

PRINTING AND REPRODUCTION

Printing Costs -	-	-	-	-	-	-	-	\$ _____
Reproduction Costs (Photocopying by Other Than USIBWC)	-	-	-	-	-	-	-	\$ _____
Total Printing & Reproduction Costs -	-	-	-	-	-	-	-	\$ _____

OTHER SERVICES

Experts, Consultants, Technical Advisers,	-	-	-	-	-	-	-	\$ _____
Contract Auditors	-	-	-	-	-	-	-	\$ _____
Contract Repairs and Alterations	-	-	-	-	-	-	-	\$ _____
Storage and Maintenance	-	-	-	-	-	-	-	\$ _____
Contracts for ADP Software	-	-	-	-	-	-	-	\$ _____
Contract Laboratory Testing & Analysis	-	-	-	-	-	-	-	\$ _____
Janitorial, Trash Collection, Other Maintenance	-	-	-	-	-	-	-	\$ _____
Publication of Notices -	-	-	-	-	-	-	-	\$ _____
Fees, Tuition, Other Charges -	-	-	-	-	-	-	-	\$ _____
Rental of Meeting Halls for Public Hearings	-	-	-	-	-	-	-	\$ _____
Court Reporters, Interpreters, Translators	-	-	-	-	-	-	-	\$ _____
Other "Other Services" such as some of the PCS costs.-	-	-	-	-	-	-	-	\$ _____
Total Other Services	-	-	-	-	-	-	-	\$ _____

SUPPLIES AND MATERIALS

General Office Supplies	-	-	-	-	-	-	-	\$ _____
Computer Supplies, Software Under \$25,000	-	-	-	-	-	-	-	\$ _____
Copier Supplies	-	-	-	-	-	-	-	\$ _____
Cleaning Supplies	-	-	-	-	-	-	-	\$ _____
Books, Subscriptions	-	-	-	-	-	-	-	\$ _____
Chemicals, Repellants, Herbicides, etc.	-	-	-	-	-	-	-	\$ _____
Fuel & Lubricants	-	-	-	-	-	-	-	\$ _____
Ice, Water, Photographic film, Maps, etc.	-	-	-	-	-	-	-	\$ _____
Other Supplies and Materials	-	-	-	-	-	-	-	\$ _____
Total Supplies and Materials	-	-	-	-	-	-	-	\$ _____

EQUIPMENT

Motor Vehicles (Any Kind), Purchased	-	-	-	-	\$ _____
Construction Equipment, Purchased	-	-	-	-	\$ _____
Office Furniture, Purchased	-	-	-	-	\$ _____
Computer Equipment, Purchased	-	-	-	-	\$ _____
Telephone Equipment, Purchased-	-	-	-	-	\$ _____
Duplicating Equipment, Purchased	-	-	-	-	\$ _____
Audio Visual Equipment, Purchased	-	-	-	-	\$ _____
Laboratory Equipment, Purchased-	-	-	-	-	\$ _____
Photographic Equipment, Purchased-	-	-	-	-	\$ _____
Radio Equipment, Purchased-	-	-	-	-	\$ _____
Computer Software Over \$25,000	-	-	-	-	\$ _____
Other Equipment, Purchased-	-	-	-	-	\$ _____
Total Equipment	-	-	-	-	\$ _____

LANDS AND STRUCTURES

Land, Buildings, Office Trailers, Other Structural Facilities	-				\$ _____
Improvements to Land, Buildings, Office Trailers	-	-			\$ _____
Fire/Security Alarm Systems	-	-	-	-	\$ _____
Lighting, Heating/Cooling Improvements	-	-	-	-	\$ _____
Other Lands and Structures	-	-	-	-	\$ _____
Total Lands and Structures	-	-	-	-	\$ _____

GRANTS, SUBSIDIES, AND CONTRIBUTIONS

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
Total Grants, Subsidies, & Contributions	- \$ _____

ESTIMATED CONTRACT COSTS

Architect-Engineer Contract							
Concept Plans	-	-	-	-	-	\$ _____	
Facility Plans	-	-	-	-	-	\$ _____	
Design	-	-	-	-	-	\$ _____	
Construction Management	-	-	-	-	-	\$ _____	
Total A-E Contracts	-	-	-	-	-	\$ _____	

Construction Contracts

_____	-	-	-	-	\$ _____
_____	-	-	-	-	\$ _____
_____	-	-	-	-	\$ _____
_____	-	-	-	-	\$ _____
Total Construction Contracts -					\$ _____

Environmental Contracts

_____	-	-	-	-	\$ _____
_____	-	-	-	-	\$ _____
_____	-	-	-	-	\$ _____
Total Environmental Contracts					- \$ _____

Supply Contracts

_____	-	-	-	-	\$ _____
_____	-	-	-	-	\$ _____
_____	-	-	-	-	\$ _____
Total Supply Contracts					- \$ _____

Utility Contracts

_____	-	-	-	-	\$ _____
_____	-	-	-	-	\$ _____
_____	-	-	-	-	\$ _____
Total Utility Contracts					- \$ _____

Other Contracts

Audit Services (If not to be performed by Compliance Office)					\$ _____
_____	-	-	-	-	\$ _____
_____	-	-	-	-	\$ _____
Total Other Contracts -					\$ _____

COMMENTS/DISCUSSION: _____

ADMINISTRATIVE OVERHEAD COSTS

For any situation where work is to be performed, there are "Administrative Overhead Costs." These are the costs associated with the administrative support functions such as maintaining the organization's financial records, processing payrolls and employee benefits, human resources support, legal support, acquisition support, management and executive direction, etc. For regular, already established mission functions, usually referred to as S&E, these costs are "built in" and are included in the budgets. However, anytime there is new work to be performed, including in the S&E functions, there will be additional administrative overhead costs, and these must be computed to assure that

requested budgets will be sufficient to cover all costs.

When addressing the financial needs of new work which is to be performed either under grant funding or reimbursable funding, it is critical that these costs be fully and completely identified. Failure to do so can result in either the work having to be abandoned for lack of funding, or having to support the work with funding appropriated for other work, a situation where additional resources will have to be expended to assure that legal and regulatory requirements are fully and completely met. In addition, the shift of funding from other work means that the other, planned work will not be funded and cannot be performed.

Shown below are some of the more common and costly administrative costs which are inherent in new work. In working with these costs, **keep in mind that the costs shown are current as of February 2000.** The costs will have to be adjusted for work to be performed at a later date. Where the costs are valid for a set period, such as the OPM costs for Fiscal Year 2000, the information will be shown. If no set period is shown, check back with the support office to obtain the current costs.

GENERAL SERVICES DIVISION

Cost for arranging office space, including move in of furniture and equipment, **not** including cost of furniture and equipment.

One-time charge - \$200/employee
#Employees _____ X \$200 = - - - - - \$_____

Cost for arranging telephone service and installation, including cabling and installation but not including cost of telephones & switchgear.

One-time charge - \$150/telephone
#Telephones _____ X \$150 = - - - - - \$_____

Cost for reviewing telephone bills, resolving questions, and forwarding for payment.

Monthly charge, per telephone number \$6.90/month
#Telephone Number _____ X \$6.90 X #Months _____ = - - - - - \$_____

Cost for arranging assignment of GSA vehicle, reviewing monthly mileage reports, preparing and forwarding information to GSA.

Monthly charge, per GSA vehicle \$4.98/month
#GSA Vehicles _____ X \$4.98 X #Months _____ = - - - - - \$_____

Cost for acquisition/lease of real property, rights of way, etc., including title search, comparability studies, negotiations, etc.

Varies by location and work involved. Contact Chief, General Services Division for cost information.
#Real Property Acquisitions _____ X Cost \$_____ - - - - - \$_____

Total General Services Division - - - - \$ _____

HUMAN RESOURCES OFFICE

Cost of OPM Referrals (Valid Through End of FY 2000)

S Positions such as Engineer, Environmental Protection Specialist, Accountant, Higher grade Hydrologic Technician/Accounting Technician, etc.

\$860 for each grade level

#Referrals _____ X \$860 = - - - - - \$ _____

S Higher grade Interdisciplinary positions

\$1,290 for each grade level

#Referrals _____ X \$1,290 = - - - - - \$ _____

S Clerical support positions at grade level GG-5 and below

\$575 for each grade level

#Referrals _____ X \$575 = - - - - - \$ _____

Internal USIBWC Recruiting Actions

S Development and issuance of a JOA, acceptance of applications, rating/evaluation of applications, responding to inquiries, FAX transmission of JOA's, issuance of referral to selecting official.

\$479.75 for each JOA

#JOA's _____ X \$479.75 = - - - - - \$ _____

S Development and classification of position description

\$409.14 for each grade level

#Position Descriptions _____ X \$409.14 = - - - - - \$ _____

S Processing SF-52, Request for Personnel Action: **\$19.91 each**

#SF-52's _____ X \$19.91 = - - - - - \$ _____

S Processing SF-50, Notification of Personnel Action **\$14.93 each**

#SF-50's _____ X \$14.93 = - - - - - \$ _____

S Processing Training Request & Maintaining Training Records

\$31.14 each

#Training Requests _____ X \$31.14 = - - - - - \$ _____

S Maintaining TSP account information **\$29.87/each/year**

#Employees _____ X \$29.87 = - - - - - \$ _____

S Maintenance of OPF & Personnel Records **\$100.06/each/year**

#Employees _____ X \$100.06 = - - - - - \$ _____

S Technical support: Retirement, life insurance, health insurance, military service, NFC/PACT/PRES troubleshooting **\$237.05/employee/year**

#Employees _____ X \$237.05 = - - - - - \$ _____

Total Human Resources Office - - - - - **\$ _____**

ACQUISITION DIVISION

Average cost of small purchase where RFQ not required - - - \$76.99
 #No RFQ small purchases _____ X \$76.99 = - - - - - \$ _____

Average cost of small purchase where RFQ **is** required - - - \$96.24
 #RFQ required small purchases _____ X \$96.24 = - - - - - \$ _____

Average cost of service contract, All Aspects, including administration- \$3,622
 #Service Contracts, _____ X \$3,622 = - - - - - \$ _____

Average cost of construction contracts, All Aspects including administration,
\$2,717
 # Construction Contracts, _____ X \$2,717 - - - - - \$ _____

Total Acquisition Costs - - - - - **\$ _____**

FINANCE & ACCOUNTING DIVISION

Average cost for processing a travel voucher - - - \$ 19.73
 Estimated # Travel Vouchers _____ X \$19.73 = - - - - - \$ _____

Average cost for processing a payment - - - \$ 19.73
 Estimated # payments _____ X \$ 19.73 = - - - - - \$ _____

Average cost for processing a collection - - - \$ 14.96
 Estimated # collections _____ X \$14.96 = - - - - - \$ _____

Average cost for processing an employee's payroll/Pay Period \$12.03
 #Employees _____ X \$12.03 X _____ Pay Periods = - - - - - \$ _____

Average cost for reviewing a Requisition to assure: proper coding, funds available, funds authorized when -

A. Requester does not have to be contacted - \$7.11
 B. Requester must be contacted - - - \$28.44

#A type Requisitions _____ X \$7.11 = - - - - - \$ _____
 #B type Requisitions _____ X \$28.44 = - - - - - \$ _____

Average cost for developing and issuing **Monthly** budget reports \$ 598.26
 # Budget reports _____ X \$598.26 = - - - \$ _____
Total, Finance and Accounting Division - - - \$ _____

LEGAL ADVISOR

Hours to review non-complex contract 6
 #Non-complex contracts _____ X \$287.43 = - - - \$ _____
 # Hours to review complex contract 10
 #Complex contracts _____ X \$ 479.00 = - - - \$ _____

(***Multiply hours X hourly rate X 1.29**)

Total, Office of Legal Advisor - - - \$ _____

COMPLIANCE OFFICE

Estimated cost* to audit non-complex contract = \$3,752.21
 # Non-complex contracts _____ X \$3,752.21 = - - - \$ _____

Estimated cost* to audit complex contract = \$7,154.40
 # Complex contracts _____ X \$7,154.40 = - - - \$ _____

(***Cost shown include hours at hourly rate X 1.29 plus travel & per diem**)

Total, Compliance Office - - - \$ _____

INFORMATION MANAGEMENT DIVISION (IMD)

Annual cost for supporting one (1) PC, including selecting hardware, selecting compatible software, installation, maintenance, and Internet service - - - \$2,669.09
 #PC's _____ X \$2,669.09 = \$ _____ **Total for IMD-** - - - \$ _____

DESIGN DIVISION

These costs will have to be determined through discussions with the Division Engineer, Design Division. Costs should include hourly rates X 1.29 plus any travel and per diem.

ENVIRONMENTAL MANAGEMENT DIVISION

These costs will have to be determined through discussions with the Division Engineer, Environmental Management Division. Work to be included would include review of environmental documents and should be computed by multiplying hourly rates X 1.29 plus any travel and per diem.

MANAGEMENT AND EXECUTIVE DIRECTION

The cost of management and executive direction for each IAG, MOA, MOU, or other agreement is:

\$500.00 plus 0.2% of the total value of the initial agreement. For an agreement valued at \$100,000.00, this cost would be $\$500 + \$200 = \$700$.

APPENDIX C

International Agreements/Minutes

- Reserved -

The practices and procedures governing international agreements and minutes are covered in a Directive issued by the Foreign Affairs Office. Individuals working with such agreements should contact the Foreign Affairs Office for guidance.

APPENDIX D

MOU/MOA/IAG Agreement Format

H 350-D.1 Basic Requirements

A. Title 31 U.S.C. Section 6303, Using Procurement Contracts, requires that Federal executive agencies use *procurement* contracts to reflect the relationship between the United States government and a State, a local government, or other non-Federal governmental entity. The following is a quote of the law.

“31 USC Sec. 6303

Title 31 - Money and Finance

Subtitle V - General Assistance Administration

Chapter 63 - Using Procurement Contracts and Grant and Cooperative Agreements

Sec. 6303. Using procurement contracts

An executive agency shall use a procurement contract as the legal instrument reflecting a relationship between the United States Government and a State, a local government, or other recipient when -

(1) the principal purpose of the instrument is to acquire (by purchase, lease, or barter) property or services for the direct benefit or use of the United States Government; or

(2) the agency decides in a specific instance that the use of a procurement contract is appropriate.” [Pub. L. 97-258, Sept. 13, 1982, 96 Stat. 1004.]”

B. It is the determination of the United States Commissioner that all intergovernmental (agreements between the USIBWC and State, local, and/or other non-Federal governmental entities) and interagency (agreements between the USIBWC and other Federal government agencies) agreements shall be framed in the form of a procurement contract. Exempt from this requirement are those agreements which do not entail the expenditure of resources of any kind and those agreements with Mexico which will be framed in the format of treaty and treaty-type agreements. Also exempt are those agreements whereby the USIBWC is receiving funding from another governmental entity, and that organization requires the use of its own format.

C. Under the provisions of 31 USC Sec. 6307, the Director of the Office of Management and Budget is authorized to issue interpretive guidelines and exemptions to promote consistent and efficient use of procurement contracts, grant agreements, and cooperative agreements. These guidelines have been issued in various OMB Circulars including, but not limited to, A-87 and A-97..

D. Any MOA/MOU/IAG must be supported by a Requisition Form which provides the

information cited in the Procurement Handbook, Volume II, Chapter 310, Handbook H 310.

H 350-D.2 Agreement Format

A. To provide for the consistent processing, implementation, and audit of agreements such as MOA's, MOU's, MOA's, and IAG's*, the USIBWC has adopted a standardized format for such agreements. This format is shown below.

***NOTE:** Agreements with some agencies and/or organizations will be in the format specified by the agency providing the funding for the work to be performed.

B. The format shown below is a pattern which will have to be modified to fit individual situations. For example, the sample is for a situation where the USIBWC is paying another organization for services, and a number of individual work orders or task orders will be required. The sample would have to be modified to cover a situation where the USIBWC would be paid for providing services to another organization. Information on how to modify the sample can be obtained from the Acquisition Division. Any modifications must be approved in the review process.

Contract No. IBM-_____

MEMORANDUM OF [Enter Agreement or Understanding] **OR**
INTERAGENCY AGREEMENT

UNITED STATES SECTION
INTERNATIONAL BOUNDARY AND WATER COMMISSION
UNITED STATES AND MEXICO

AND

[Enter Full Name of Other Organization]

This (Memorandum of _____ [MOA/MOU/**or** IAG] - *spell out in full, followed by correct acronym in quotes*) is made by and between the United States Section, International Boundary and Water Commission, United States and Mexico, hereafter referred to as "USIBWC" of El Paso, Texas, and the _____ [Other organization full name], hereafter referred to as "[other organization acronym in quotes]," of _____ [City], _____ [State].

WITNESSETH:

WHEREAS, _____ [description of problem or situation]; and

WHEREAS, The USIBWC and the [other agency acronym] are cooperating to [description of end result desired by cooperative effort] ; and

WHEREAS, The Federal agencies are authorized under the Economy Act, 31 U.S.C. 1535 and 22 U.S.C. 277 et seq.; (**WARNING!** The authority shown is valid **only** for agreements between Federal government agencies. Agreements involving other, non-Federal governmental entities require a different authority. Enter the correct authority.) and

WHEREAS, The [other agency acronym] Possesses the capabilities to [description of capabilities of other organization to supplement USIBWC] ; and

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE I: USIBWC SERVICES

The following services will be provided by the USIBWC:

A. Provide a draft Individual Work Order (**IWO**) to [other agency acronym] For desired services, requesting a detailed cost proposal.

B. Negotiate equitably with [other agency acronym] For fair and reasonable costs for the required services.

C. Issue Notice to Proceed (**NTP**) for negotiated IWO's.

D. [description of USIBWC activities]

E. [description of USIBWC activities]

F. Pay [other agency acronym] in accordance with ARTICLE V. below.

ARTICLE II: [other agency acronym] SERVICES

The following services will be provided by the [other agency acronym] , as requested by the USIBWC. The USIBWC retains the right to procure these same services from other suppliers at any time.

A. Provide a detailed cost proposal for each IWO within ten (10) working days of receipt of IWO draft scope of work. The proposal shall include an estimate of all direct costs and verified overhead factor for each activity. The direct costs to be itemized include types of

personnel, wage rates, estimated hours, travel expenses, etc.

B. Provide services and deliverables in accordance with terms and conditions of written IWO's upon receipt of NTP.

C. Services to be provided (and due dates) are:

- 1.
- 2.
- 3.
- 4.

D. Deliverables to be provided (and due dates) are:

- 1.
- 2.
- 3.
- 4.

E. Submit billing for services rendered in accordance with Article V. below.

ARTICLE III: INDIVIDUAL WORK ORDERS AND NOTICE TO PROCEED

Requests for services to be performed by the [other agency acronym] will be documented as follows:

A. Each request will be initiated by a written IWO describing in detail the scope of work, required deliverables, delivery schedule, and any such particulars as are necessary to describe clearly the obligations of the parties with respect to the requested services. The IWO scope of work and costs shall be negotiated by both parties prior to issuance by the USIBWC.

B. Work for each IWO will commence only upon issuance of a written NTP by the USIBWC.

C. No work is to commence nor costs to be incurred under this (MOA/MOU) until the above conditions are satisfied.

ARTICLE IV: COST AND FUNDING

The USIBWC agrees to provide funding resources for all agreed upon costs associated with the services to be provided.

ARTICLE V: PAYMENTS

Payments for services performed by the [other agency acronym] will be made as follows:

- A. No costs in excess of the estimate included in the IWO shall be incurred pursuant to this (MOA/MOU/IAG) without prior written approval from the Contracting Officer;
- B. Upon completion of each IWO, the [other agency acronym] shall submit a detailed invoice for actual expenses incurred in the performance of the IWO. The invoice will include a listing of the direct costs (labor, material, etc.), the quantities and unit rates for each, and the negotiated overhead factor; and
- C. Reimbursement will be made for all verified expenses after acceptance of the required deliverables by the USIBWC technical representative as shown on the IWO cost estimate.

ARTICLE VI: DURATION

This (MOA/MOU/IAG) is effective from the date of execution until [month] [day] , [year] , and is renewable from year to year as may be agreed by both parties in the form of a written amendment to the (MOA/MOU/IAG). **[NOTE: For administrative convenience and to avoid confusion regarding the availability of funding, agreements should be set to end at the conclusion of the Federal fiscal year.]**

ARTICLE VII: AMENDMENTS

This (MOA/MOU/IAG) may be modified at any time by written agreement of both parties. Either party may request a review of the contents of this agreement, at any time, to provide recommendations for amendments.

ARTICLE VIII: INTERAGENCY COMMUNICATIONS

To provide for consistent and effective communication between both parties, each agency shall immediately designate representatives to serve as the points of contact on all matters relating to this (MOA/MOU/IAG).

Each agency will advise the other agency in writing of the names and telephone numbers of the representatives designated.

IN WITNESS WHEREOF, the parties hereto execute this instrument to be effective when signed by both parties.

(Continued on Next Page)

FOR THE USIBWC

Date: _____

[Typed Name of USIBWC Signatory]
[Typed Position Title of USIBWC Signatory]

United States Section
International Boundary and Water Commission
United States and Mexico

FOR THE [other agency acronym]

Date: _____

[Typed Name of Other Agency Signatory]
[Signatory's job or organizational title]
[Other Organization's full name]

APPENDIX E

Laws and Regulations

H 350-E.1 General

A. As indicated in the Directive, the USIBWC, through the United States Commissioner, is authorized to enter into interagency and intergovernmental agreements by a variety of laws and regulations. Most of these laws and regulations have **limitations** and **conditions** attached to their use.

B. Listed below are a number of the laws and regulations which the USIBWC may use at one time or another. **Some, but not all**, of the limitations and conditions for their use are shown. The listing is not exhaustive, and the limitations and conditions reflected should not be considered as all inclusive. **Before using, or discarding, any of the authorities shown, the user should research and review the authority in its entirety.** Where there are any uncertainties, the assistance of the Legal Advisor should be sought.

“ECONOMY ACT”

The Economy Act is the popular name for a law which applies to a number of the United States Codes (USC). Some of these are listed below.

10 USC § 377 - Authorizes the Department of Defense to provide military support for civilian law enforcement agencies. Reimbursement by the civilian agency may or may not be required, depending on the nature of the support.

22 USC 277 - Authorizes the President of the United States to designate the American Commissioner of the International Boundary Commission, United States and Mexico, or other Federal agency, to cooperate with a representative or representatives of the Government of Mexico in a study regarding the equitable use of the waters of the lower Rio Grande and the lower Colorado and Tia Juana Rivers, for the purpose of obtaining information which may be used as a basis for the negotiation of a treaty with the Government of Mexico related to the use of the waters of these rivers **and to matters closely rated thereto.** On completion of such study the results shall be reported to the Secretary of State.

[Amended August 19, 1935, to create the International Boundary Commission.

Amended March 3, 1927, to provide for a study of the Tia Juana River in addition to the lower Rio Grande and Colorado Rivers.

June 30, 1932: powers, duties, and functions of the International Water Commission, United States and Mexico, American Section, were transferred to the International Boundary Commission, United States and Mexico, American Section.

Reconstituted as the International Boundary and Water Commission by the Water Treaty of

1944.]

NOTE: This permits agreements with the Government of Mexico only, and provides **no** authority for agreements with other U.S. Federal agencies, or with domestic State and Local governments. However, subsequent Public Laws (Pub. L.) provided broader range of authority. Those noted are:

Pub. L. 100-465, October 3, 1988, Rio Grande Pollution Correction Act of 1987;

Pub. L. 92-549, October 25, 1972, American-Mexican Boundary Treaty Act of 1972;

Pub. L. 88-300, April 29, 1964, American-Mexican Chamizal Convention Act of 1964;

Act of September 13, 1950, American-Mexican Treaty Act of 1950 (64 Stat. 846)

29 USC § 563a - Authorizes the Department of Labor (DOL) to establish and maintain a working capital fund for a comprehensive program of centralized services including worker's compensation. The DOL is empowered to draw reimbursement in advance from funds available to Federal agencies in amounts which will pay the full cost of operations, including depreciation of capitalized equipment and amortization of ADP software and systems.

31 USC 1535 - Authorizes agreements among and between **Federal** agencies through which an agency may place an order with a major organizational unit within the same agency or another agency for goods or services if:

- (1) amounts are available;
- (2) the head of the ordering agency decides the order is in the best interest of the United States Government;
- (3) the agency or unit to fill the order is able to provide or get by contract the ordered goods or services; and
- (4) **the head of the agency decides ordered goods or services cannot be provided by contract as conveniently or cheaply by a commercial enterprise.** (Emphasis provided)

Payment shall be made promptly by check on the written request of the agency or unit filling the order. Payment may be made in advance or on providing the goods or services and shall be for any part of the estimated or actual cost as determined by the agency or unit filling the order. However, no agreement providing for advance payment may be entered into unless it contains a provision requiring the refund of any unobligated balance of the advance.

A bill submitted or a request for payment is not subject to audit or certification in advance of payment. Proper adjustment of amounts paid in advance shall be made as agreed to by the heads of the agencies or units on the basis of the actual cost of the goods or services provided. **An order placed or agreement made under this section obligates an appropriation of the ordering agency or unit.**

The amount obligated is deobligated to the extent that the agency or unit filling the order has not incurred obligations, before the end of the period of availability of the appropriation, in -

- (1) providing goods or services; or
- (2) making an authorized contract with another person to provide the requested goods or services.

NOTE: Pub. L. 103-355, Title I, Sec. 1074, October 13, 1994, 108 Stat. 3271, provided that the Federal Acquisition Regulation (FAR) was to be revised to include regulations governing the exercise of authority under this section for Federal agencies to purchase goods and services under contracts entered into or administered by other agencies, and further provided for content of regulations and **the establishment of systems to monitor procurements under such regulations**. Final FAR regulations were published in the Federal Register of September 26, 1995, and were effective October 1, 1995. See 60 F.R. 49720.

40 USC § 298b - Authorizes the Administrator of General Services (GSA) to furnish services in the continental United States, on the basis of full reimbursement and at the request of the State Department, to any international body with which the United States Government is affiliated.

43 USC § 1471f - Authorizes the Department of the Interior (DOI), through appropriations made to DOI or provided from other Federal agencies through reimbursable or other agreements pursuant to sections 1535 and 1536 of title 31 may be used to fund, incrementally, research work orders for cooperative agreements with colleges and universities, State agencies, and nonprofit organizations that overlap fiscal years: **Provided**, that such cooperative agreement shall contain a statement that “the obligation of funds for future incremental payments shall be subject to the availability of funds.”

**“ADMIRAL JAMES W. NANCE FOREIGN RELATIONS AUTHORIZATION ACT,
FISCAL YEARS 2000 and 2001”**

**§ 824 ASSISTANCE TO STATES AND LOCAL GOVERNMENTS BY THE
INTERNATIONAL BOUNDARY AND WATER COMMISSION**

(a) **AUTHORITY** - Upon the request of a State or local government, the Commissioner of the United States Section of the International Boundary and Water Commission may provide, on a reimbursable basis, technical tests, evaluations, information, surveys, or other similar services to that government.

(b) **REIMBURSEMENTS** -

(1) **AMOUNT OF REIMBURSEMENT** - Reimbursement for services under subsection (a) shall be made before the services are provided and shall be in an amount equal to the estimated or actual cost of providing the goods or services, as determined by the United States Section of the International Boundary and Water Commission on the basis of the actual cost of goods or services provided.

(2) CREDITING APPLICABLE APPROPRIATION ACCOUNT - Reimbursements received by the United States Section of the International Boundary and Water Commission for providing services under this section shall be deposited as an offsetting collection to the appropriation account from which the cost of providing the services has been paid or will be charged.

FEDERAL EMPLOYEES INTERNATIONAL ORGANIZATION SERVICE ACT

5 CFR 352, Subpart C - Detail and Transfer of Federal Employees to International Organizations

Under this authority, a Federal agency can detail or transfer an employee to an international organization for up to five (5) years with or without the consent of the employee. With the approval of the Secretary of State, the detail can be extended for an additional three (3) years. The employee continues to be carried as an employee of the Federal agency, and can, under specific conditions, continue his/her health insurance, life insurance, and all other rights and benefits. Time spent working for the international organization counts as service time for retirement purposes.

The employee is entitled to return to the position from which he/she was detailed, or to a position of like seniority, status, and pay. Where appropriate, equalization allowances may be paid to the employee while on detail.

Such details may be made without the prior approval of OPM if the organization to which the employee is to be detailed is on the listing of international organizations maintained by OPM. If the organization is not on the listing, approval of the organization must be sought from OPM who will consult with the Secretary of State in determining if the organization meets the "international organization" criteria.

The following types of positions **are not** eligible for such details:

- S Presidential appointee;
- S Schedule C appointees to confidential or policy-determining positions;
- S Employees serving under noncareer, limited emergency, or limited term appointment in the SES;
- S Employees serving under a temporary appointment pending establishment of a register (TAPER employees);
- S Employees serving under an appointment specifically limited to one (1) year or less; and
- S Employees serving on a seasonal, intermittent, or part-time basis.

INTERGOVERNMENTAL PERSONNEL ACT MOBILITY PROGRAM (IPA)

5 CFR 334 - The IPA provides for the temporary assignment of personnel between the Federal

Government and state and local governments, colleges and universities, Indian tribal governments, federally funded research and development centers, and other eligible organizations.

Under this authority, Federal employees can be temporarily assigned to state and local organizations, and state and local employees can be assigned to Federal agencies. Assignments are limited to two (2) years, and may be extended for two (2) additional years. Assignments are initiated by management. Assignments are **voluntary** and must be agreed to by the employee.

Federal employees retain all employee rights and benefits. Federal employees are required to agree to a service agreement which requires the employee to remain in Federal civil service for a period of time equal to the amount of time spent on the IPA assignment once the assignment is completed.

Excluded from such assignments are:

- C Federal, State or local government employees serving under noncareer, excepted service, noncompetitive, time-limited, temporary or TERM appointments;
- C Elected Federal, State, or local government officials;
- C Members of the uniformed military services and the Commissioned Corps of the Public Health Service and the National Oceanic and Atmospheric Administration; and
- C Students employed in research, graduate, or teaching assistant and similar temporary positions.

There are limitations on paying administrative costs when individuals are being detailed **to** a Federal agency. Cost sharing is encouraged, but not required. Under some circumstances, travel, relocation, and per diem expenses can be paid.

INTERGOVERNMENTAL COOPERATION ACT

31 USC 6501 - 6508 - Authorizes Federal agencies to enter into agreements to provide *assistance* (anything of value for a public purpose of support or stimulation that is authorized by a law of the United States and provided by the United States Government through grant or contractual arrangements including technical assistance programs providing assistance by loan, loan guarantee, or insurance) to State and local governments as well as special purpose units of local government. There are significant limitations and controls on Federal agency activities under this authority **because the primary use of the authority is for Federal agencies to provide GRANTS to State and local governmental entities.** Some of these are outlined below.

Consistent with the regulations of the Secretary of the Treasury, the head of an executive agency carrying out a grant program shall schedule the transfer of grant money to minimize the time elapsing between transfer of the money from the Treasury and the disbursement by a State, whether disbursement occurs before or after the transfer. A State is not accountable for interest earned on grant money pending its disbursement.

A State may not be required by a law or regulation of the United States to deposit grant money received by it in a separate bank account. However, a State shall account for grant money made available to the State as United States grant money in the accounts of the State. The head of the State agency concerned shall make periodic authenticated reports to the head of the appropriate executive agency on the status and the application of the money, the liabilities and obligations on hand, and other information required by the head of the executive agency. Records related to the grant received by the State shall be made available to the head of the executive agency and the Comptroller General for auditing.

The head of an executive agency may provide services prescribed by the President under this section to a State or local government when -

- (1) written request is made by the State or local government; and
- (2) payment of pay and all other identifiable costs of providing the services is made to the executive agency by the State or local government making the request.

Payment received by an executive agency for providing services under this section shall be deposited to the credit of the principal appropriation from which the cost of providing the services has been paid or will be charged.

Federal agency activities under the provisions of this code are subject to Congressional review, particularly for grant programs. In addition, committees of Congress may request the Comptroller General to study the Federal agency activities.

Federal agency activities identified in the Code which are most commonly performed for State and local governments are:

- C statistical and other studies and compilations;
- C development projects;
- C technical tests and evaluations;
- C technical information;
- C training activities;
- C surveys;
- C reports;
- C documents; and
- C development assistance such as -
 - S appropriate land uses for housing, commercial, industrial, governmental, institutional and other purposes;
 - S wise development and conservation of all natural resources;
 - S balanced transportation systems, including highway, air, water, pedestrian, mass transit, and other means to move people and goods;
 - S adequate outdoor recreation and open space;
 - S protection of areas of unique natural beauty and historic and scientific interest;

- S properly planned community facilities (including utilities for supplying power, water, and communications), for safely disposing of wastes, and for other purposes; while
- S establishing and maintaining concern for high standards of design.

APPENDIX F

Workflow and Time Line Schematics

Attached are two schematics which reflect the flow the work or process in developing and implementing an agreement. One shows the flow in those instances where the USIBWC is receiving funding from another source, and one reflects the flow when the USIBWC is providing the funding.

This information is provided for planning purposes. The times shown are considered a close approximation. Depending upon the nature and complexity of the agreement involved, the required for each step may be longer or shorter. However, the bottom line is not expected to vary significantly.

Volume: II
Chapter: 350
Handbook: H 350
Date: May 15, 2000

Mandatory Procedures
Development, Implementation, Monitoring, and Maintenance Of
Interagency Agreements (IAG's), Memorandums of Agreement (MOA's)
Memorandums of Understanding (MOU's), and Similar Intergovernmental
Agreements,
International Agreements/Minutes and Grants

H 350.1 Requirement and Reference

This Handbook has been prepared to provide the mandatory procedures for the development, implementation, monitoring, and maintenance of Interagency Agreements (IAG's), Memorandums of Agreement (MOA's), Memorandums of Understanding (MOU's), similar interagency/intergovernmental agreements, and grants. United States Section Directive Volume II, Chapter 350, dated May 15, 2000, with the same subject as shown above, provides that a Handbook such as this will be prepared and distributed to help assure the proper preparation and use of such interagency agreements.

H 350.2 Control

As stated in Directive Volume II, Chapter 350, dated May 15, 2000, the United States Commissioner has delegated the responsibility for monitoring such agreements at all stages to the **Chief Administrative Officer (CAO)**. Questions regarding these requirements should be addressed to that office which will either obtain the information and provide it to the requestor, or will refer the requester to the Office/individual which can provide the information directly and expeditiously. In some instances, it may be more appropriate to contact the **Contracting Officer** directly.

H 350.3 Supersession

There has been no previous Handbook or Manual on this subject. Therefore, no previous instructions are superseded.

H 350.4 Effective Date

The provisions of this Handbook are effective fifteen (15) calendar days following the date of issuance.

H 350.5 General

A. Known by a variety of different names, and usually with somewhat less stringent requirements than a competitive contract with private industry contractors, interagency and/or intergovernmental agreements **are contracts**, and there are requirements which must be met to assure that the agreements, and the activities resulting from the agreements, are legal and in accordance with existing laws and regulations.

B. One must be careful to maintain the required documentation, in assuring that any changes are made within the legal and regulatory framework, and in assuring that a thorough and complete “audit trail” is maintained at all times during the implementation of the agreement. Because of their contractual nature, failure to maintain control over such agreements and assure that all actions are in accordance with existing laws and regulations can result in what is essentially an unauthorized commitment, sometimes called an “unratified purchase,” and as in other instances when procurement and fiscal requirements are not met, the official taking or permitting an illegal, improper, or irregular action may be held personally liable for the improper expenditures. As stated in the Directive which is the basis for this Handbook, the United States Commissioner has imposed the requirement for accountability/liability with the delegation of authority to act.

C. As with all governmental financial matters, agencies must avoid unauthorized use of Congressional appropriations, and must assure that funds appropriated for one purpose are not used for any other purpose without first securing required approvals. Subsidizing an activity with funds appropriated for a different activity is not permitted. A major purpose of this Handbook is to attempt to eliminate such situations because the USIBWC is frequently financially liable for unreimbursed expenditures. Another purpose is to improve the control and utilization of interagency and intergovernmental agreements.

D. The format of the information which follows is, to the extent possible, in “building block” order, with the first actions or activities listed first and then the follow-on activities are shown. Where reviews, concurrences, and/or approvals are required prior to moving to the next set of activities, the information of “who, what, and when” is shown.

E. Interdepartmental/office communication, coordination, and cooperation within the USIBWC is crucial. Each contact person must be fully informed of the capabilities of the USIBWC so that internal capabilities such as design, construction management,

environmental contract management, etc. can be fully utilized while at the same time agreements are not reached which exceed the USIBWC's capabilities.

H 350.6 Initial Contacts

A. When the initial contact is made by the USIBWC, the full scope of the activity which will most likely result if an agreement is reached should be known, and the steps shown in H 350.7, Defining the Scope and Cost of the Project, Initial, and H 350.8, Initial Review and Approval, should have been completed. Understandably, as a result of discussions/negotiations, the scope of the activity may change, and some additional work may be required to more accurately determine anticipated costs, as well as re-submittal for review and approval.

B. When the initial contact is made with the USIBWC by another governmental entity, the person contacted, or the person to whom the responsibility for initial, informal discussions is assigned, must obtain as much information as possible regarding the scope of the desired activity. As an absolute minimum, a full description of the work to be performed, where and when the work is to be performed, what resources the contacting party will provide, and the expected duration of the activity is to be obtained. The USIBWC representative must assure that no commitment, implied or actual, is made to the other governmental entity regarding the proposed activity. The USIBWC representative must be very clear that these are considered informal discussions only, and that the main purpose is to obtain sufficient information for the USIBWC to make an initial decision as to whether or not to continue the discussions.

H 350.7 Defining the Scope and Cost of the Project, Initial

A. Working with the information obtained in the initial contact, a fairly detailed outline of the work to be performed should be prepared. Where necessary, the representative of the other organization(s) should be contacted to resolve questions and clarify expectations. If the contact was initiated by the USIBWC, the outline prepared before the contact was made is to be modified if considered appropriate as a result of the initial contact.

B. The detailed outline will serve as the basis for developing the initial estimate of costs, and should include sufficient information to assure that the USIBWC is not subsidizing work which is requested by an outside party. In some instances, it may be that the work is considered mutually beneficial, and it would be appropriate to use some USIBWC resources in the work. **However**, the final decision(s) regarding such subsidies must be made in the review and approval process described below. Where USIBWC subsidies will be involved, the definition of the scope of the work must clearly identify the subsidies, the amount, and the justification. It must be clearly established and documented that budget authority exists for such expenditures.

C. The initial costing activity will use the Budget and Costs Definitions in Appendix

A, and the Cost Calculation Worksheet in Appendix B. Upon completion of this work, the preparer is responsible for a detailed review to assure that projections are accurate, and for identifying any costs which are not addressed using the two appendices.

H 350.8 Initial Review and Approval*

A. The proposed scope of work, with worksheets and justifications attached, will first be reviewed by the head of the departmental level office responsible for supervision of the office where the proposed scope and anticipated costs was prepared. This must be a careful review, and a cursory review will not be sufficient. Any questions will be resolved before the package is forwarded.

B. The next reviewer will be the Office of the Legal Advisor where a determination will be made as to whether or not the proposed agreement meets existing legal and regulatory requirements for the type of proposed agreement. If it does not, the Office of the Legal Advisor will return the package to the departmental level manager of the originating office with a brief statement of the deficiencies which must be corrected. The corrected package will be resubmitted to the Office of the Legal Advisor. When the package is acceptable, the Office of the Legal Advisor will forward the package to the next reviewing office.

C. The next reviewing office will be the Budget/Financial Services office which will review the proposed funding to: determine whether or not current legal and regulatory financial requirements are met; whether or not the USIBWC has the required reimbursable and Full Time Equivalent Personnel (FTE) authority; whether or not and/or what impact the agreement will have on other FTE and financial accounts; and to initiate action to set up required financial accounts. If required authorities are not present, or the agreement will have an adverse impact on existing accounts, the package will be returned to the departmental level manager of the originating office with a memorandum stating the deficiencies which must be corrected before the package is resubmitted to the Budget/Financial Services Office. When the package is acceptable, the Budget/Financial Services office will forward the package to the next reviewing office.

D. The next reviewing office will be the Acquisition Division where the package will be reviewed to assure that the proposed work and approach will meet current contracting requirements. If it is deficient, it will be returned to the departmental level manager of the originating office with a memorandum stating the deficiencies and corrections which will have to be made prior to the resubmission of the package to the Acquisition Division. When the package is acceptable, a tentative contract number will be assigned, a Contracting Officer will be assigned, and the package will be forwarded to that office designated by the United States Commissioner as the controlling office for such agreements.

E. Following review of the package and briefing of the United States Commissioner, the package, assuming it is approved, will be returned to the departmental level manager

of the originating office. Assuming such work is not assigned to another office, the originating office will be authorized to enter into Formal Discussions. Because these discussions will most likely result in a contract, the designated Contracting Officer must be involved.

***NOTE:** In those instances where the USIBWC is initiating the contacts, the steps outlined above will have been completed **before** the initial contact is made.

H 350.9 Formal Discussions

A. The primary purposes of the formal discussions are to assure (1) that the full extent of the work is known, and (2) that all parties have a good understanding of who will do what, when, where, and at what cost. Every effort is to be made to assure that there are no "loose ends," and that there is agreement among the parties regarding any expectations.

B. The formal discussions will normally produce information regarding the amount, type, timing, and location of the work which is different from that of the initial, informal discussions. This information must be clearly highlighted, and must be used both to develop the final project scope of work, and to refine the cost estimates.

C. At this point, it is quite important that USIBWC offices engaged in these discussions understand that they must make **no** commitment regarding the agreement to the other party or parties. Formal commitment must be made by the signatory authority, and the agreement must go through the formal, final review and approval process before signature.

H 350.10 Defining the Scope and Cost of the Project, Final

A. The information obtained in the formal discussions should be used to prepare a final project scope. This work should be performed with great attention to detail and substance, because this will form the basis of the agreement (contract), and any changes in the future will require substantial justification as well as the same level of review and approval as indicated above.

B. Once the scope is finalized, it must be "costed," **and it must be submitted through the same review process as described above** (i.e., H 350.8) before it can be finalized. Only the United States Commissioner or the individual or office designated by the United States Commissioner can sign as the approving officer. The final review package must contain all documents required in any contract, to include the completed Requisition form.

H 350.11 Office of Record

A. The “Office of Record” is that office where the original agreement, and the original copy of any changes to the agreement, are maintained. The original of all such agreements, and changes to the agreements, will be maintained in the Acquisition Division except international agreements and Minutes. The original of international agreements/minutes will be retained by the Foreign Affairs Office. The Foreign Affairs office will provide the Acquisition Division with a Duplicate Original of agreements and changes to agreements.

B. The operating office which is implementing the agreement will retain a Duplicate Original of the agreement and any changes to the agreement for their day-to-day use in implementing the agreement. While there is only one Record copy required, the operating office must assure that they have a full understanding of all requirements, and the duplicate copy is to assist them by being readily available for review.

C. It is the responsibility of the Contracting Officer and the office negotiating and finalizing the agreement or changes to the agreement to assure that the Acquisition Division receives the required original documents.

H 350.12 Periodic Reports

The USIBWC will rely upon a system of internal reports to maintain oversight of on-going agreements. As a minimum, the following reports will be used in the monitoring process.

- S A quarterly activity report covering the major activities of the office will be prepared by the on-site operating office for each agreement. One copy of the report will be routed through the operating office’s management chain to the departmental level manager. One copy will be routed directly to the Contracting Officer. One copy will be routed to the Budget Office, and one copy will be routed to the USIBWC agreements monitor, the **CAO**.
- S A monthly budget report will be prepared by the USIBWC Budget Office. One copy of the report will be sent directly to the operating office which is responsible for resolving any differences with the Budget Office. One copy will be sent directly to the Contracting Officer, and one copy will be routed to the agreements monitor.
- S A monthly report of pay requests will be prepared by the operating office. This report will reflect:
 - C The number and amount of any “draw downs;”
 - C The number of pay requests received to include the dollar amounts of each;

- C The number of pay requests approved, to include the dollar amounts of each;
- C The number of pay requests rejected, to include the dollar amounts of each and the reason(s) for rejection; and
- C The number of pay requests remaining, to include the dollar amounts of each and the anticipated date by which the review of the requests will be completed.

One copy of this report will be routed through the operating office's management chain to the departmental level manager. One copy will be routed to the Contracting Officer. One copy will be routed to the Budget Office, and one copy will be routed to the agreements monitor.

- S The agreements monitor will prepare a monthly briefing paper for the information of the United States Commissioner with a copy being provided to the Acquisition Division and the Budget Office. This report will provide a brief status report on each agreement to include progress, problems, and budgetary conditions.

H 350.13 Changes in the Planned Work

A. It would be highly unusual if an agreement to perform work began and ended with no changes in the work to be performed, or by whom the work is to be performed, or when the work is to be performed, or, in some instances, where the work is to be performed. Such changes should be expected and planning to deal with the changes should be completed before the agreement begins. While you cannot predict the future, you can be prepared to deal with the changes the future will bring.

B. Since these agreements are contractual in nature, the changes must be dealt with in much the same fashion as any other modification to a contract. As a minimum:

- S The changes must be defined sufficiently to permit a cost determination;
- S The changes must fall within the scope of the original agreement, or a determination must be made that, while the change is outside the scope of the original agreement, it is still within the legal and regulatory framework which controls such agreements;
- S The proposed changes must go through an abbreviated review process developed by the agreements monitor to assure that budget and contracting requirements are met; and
- S The proposed changes must have the approval of the United States Commissioner or his/her designee.

H 350.14 Changes in Budget

A. There are several possible changes in budget with which you may be required to deal. Some, but not all, of these are:

- C Changes in work may require budgetary changes with increases or decreases in funding;
- C Changes in appropriations which may cause increases or decreases in funding;
- C Corrections of errors in initial budgetary planning may require the shifting of funding from one budget classification to another;
- C Changes in the number and type of personnel may require changes in budget requirements; and
- C Changes in the priority of the work may require increases or decreases in the budget.

B. Maintaining an absolutely accurate control of the budget at all times is essential. It is not an area which can be left for correction at a later date. It is critical that you understand that any change in an element of the budget has a “domino effect” on other areas of the budget.

C. When there is a change, no matter how small, the individual or office responsible for implementing the agreement must take the actions outlined below. Where the changes result in no increase in the use funds or changes in budget classification, the change must be made before the end of the pay period following the pay period in which the change takes place. If possible, the actions should be taken before the change(s) take place. If the change will result in an increase in the use of funds or change in budget classification, the actions **must be taken before** the change is effected to avoid an unauthorized commitment or possible Anti-Deficiency Act violation.

- (1) The budgetary change must be defined in terms of its impact upon (a) the work to be performed, (b) the personnel required to perform the work, (c) any changes in the number or type of agreements/contracts which will be required to perform the work, (d) where changes are required, the impact on the timing and cost of the performance of the agreement/contract, and (e) the identification of any changes in budgetary allocations which will be required.
- (2) Once the changes are defined, the office must then work through the Cost Calculation Worksheet contained in Appendix B, clearly identifying the changes by showing, as a minimum, the previous estimate and the new estimate.
- (3) Once completed, the re-defined work and proposed changes in budget must be submitted through the abbreviated review and approval process developed by the agreements monitor so as to assure legal and regulatory compliance, and should include a completed Requisition form and Change

Order form for any cost changes.

NOTE: Pending review and approval, the office or individual responsible for implementing the agreement has no legal or regulatory authority to expend funds in the new categories which may be required. Therefore, it is imperative that the highest priority be given to processing the information so that it can be submitted in a timely fashion. The reviewing offices have work of equal or higher priority to perform and cannot be expected to push everything aside to deal with a late submittal.

H 350.15 Documentation Requirements

Until such time as the need for documentation greater than that already called for in this Handbook is shown, no additional documentation will be required other than that which may be required in contracting actions such as the requirement for the preparation of a Determination and Findings to support an Economy Act agreement/action. However, all offices must exercise caution to assure that documentation requirements reflected in this Handbook are met.

H 350.16 Inventory Requirements

A. Most interagency/intergovernmental agreements/contracts will provide funding for the purchase of the supplies, materials, and equipment required to perform the work. In some instances, the USIBWC will retain the equipment when the work is completed. In other instances, the equipment will revert to the funding agency, or a determination will be made by the funding agency as to the disposition of the equipment. The terms of the agreement must state the disposition of equipment once the project is completed.

B. **In all instances**, the USIBWC must maintain a precise, detailed inventory of all equipment purchased, including instances where the equipment will revert to the USIBWC. As a minimum, this inventory must show:

- 1) Who requisitioned the equipment and its cost;
- 2) A full description of the equipment including the “brand” name;
- 3) Where and when the equipment was received and assigned;
- 4) Any reassignments of the equipment; and
- 5) Current physical location and condition.

C. While it is permissible to have regular USIBWC equipment at the same location as equipment purchased through the special funding, managers/supervisors must assure that each category of equipment is **properly marked and identified** to distinguish between

the two categories of equipment. Managers/supervisors must assure that equipment purchased for use in completing a specific project is used for that project alone until such time as the equipment is properly released for other uses.

H 350-17 Audit Requirements

A. The USIBWC is responsible for obtaining/performing audits in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501 - 7507) and revised OMB Circular A-133. These audits will be made in accordance with generally accepted government auditing standards covering financial audits.

B. Such audits are required for **all** agreements, and any contracts resulting from the agreements. In some instances, and particularly those instances where the USIBWC is receiving grant funds from another Federal agency, it may be required that these audits be performed by an independent auditor. Each agreement will be reviewed at the informal and formal levels of discussion to determine the nature and extent of the audit requirements. The cost of these audits will be included in the overall cost of the agreement as a separate line item.

H 350-18 Restrictions on Lobbying - Grant Funds

[Pub. L. 101-121 (31 U.S.C. 1352); 33 U.S.C. 1251 *et seq.*; 42 U.S.C. 7401 *et seq.*; 42 U.S.C. 6901 *et seq.*; 42 U.S.C. 300f *et seq.*; 7 U.S.C. 136 *et seq.*; 15 U.S.C. 2601 *et seq.*; 42 U.S.C. 9601 *et seq.*; 20 U.S.C. 4011 *et seq.*; 33 U.S.C. 1401 *et seq.*]

A. Conditions on use of funds.

No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions:

- S the awarding of any Federal contract;
- S the making of any Federal grant;
- S the making of any Federal loan;
- S the entering into of any cooperative agreement; and/or
- S the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement

B. Certification requirements

Each person who requests or receives from an agency a Federal contract, grant, loan, or cooperative agreement shall file with that agency a certification that -

- S the person has not made, and will not make, any payment prohibited by paragraph A. of this section;
- S where indicated as appropriate by completion of a disclosure form, a statement if such person has made, or has agreed to make, any payment using nonappropriated funds (to include profits made from any covered Federal action) which would be prohibited under the terms of paragraph A. of this section if paid with appropriated funds; and
- S states whether or not that person has made or has agreed to make any payment to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Federal action.

C. Definitions

Agency, as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

Covered Federal action means any of the following Federal actions:

- (1) The awarding of any Federal contract;
- (2) The making of any Federal grant;
- (3) The making of any Federal loan;
- (4) The entering into of any cooperative agreement; and
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Federal contract means an acquisition contract awarded by an agency, including those subject to the Federal Acquisition Regulation (FAR), and any other acquisition contract for real or personal property or services not subject to the FAR.

Federal cooperative agreement means a cooperative agreement entered into by an agency.

Federal grant means an award of financial assistance in the form of money, or property in lieu of money, by the Federal Government or a direct appropriation made by law to any person. The term does not include technical assistance which provides services instead of money, or other assistance in the form of revenue sharing, loans, loan guarantees, loan insurance, interest subsidies, insurance, or direct United States cash assistance to an individual.

Federal loan means a loan made by an agency. The term does not include loan guarantee or loan insurance.

Influencing or attempting to influence means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

Local government means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

Officer or employee of an agency includes the following individuals who are employed by an agency:

- S An individual who is appointed to a position in the Government under title 5, U.S. Code, including a position under a temporary appointment;
- S A member of the uniformed services as defined in section 101(3), title 37, U.S. Code;
- S A special Government employee as defined in section 202, title 18, U.S. Code; and
- S An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, U.S. Code appendix 2.

Person means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit.

NOTE: Providing any information **specifically** requested by an official agent of, or

Member of Congress is allowable at any time.

D. Penalties

(1) Any person who makes an expenditure prohibited by this section shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

(2) Any person who fails to file or amend the disclosure form to be filed or amended if required herein, shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(3) A filing or amended filing on or after the date on which an administrative action for the imposition of a civil penalty is commenced does not prevent the imposition of such civil penalty for a failure occurring before that date.

(4) An imposition of a civil penalty under this section does not prevent the United States from seeking any other remedy that may apply to the same conduct that is the basis for the imposition of such penalty.

E. Certification Form

As stated in H 350-18, paragraph B. above, certifications regarding lobbying are required in some instances. Shown in Exhibit A on the next page is the text of the certification which is required. This may be prepared in letter form, or it can be converted to a standard agency form.

Exhibit A

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid, or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

(Signature)

(Date of Signature)

(Typed Name)

FOR:

(Organization)

(City & State Where Organization Located)

APPENDIX A

Budget and Cost Definitions

The objective of this list of definitions is to attempt to identify all costs which may be associated with a proposed project or agreement. Most of the possible costs are identified, but costs unique to a specific project or agreement may need to be identified and taken into account in developing an estimated budget.

PERSONNEL COSTS

All personnel costs need to be identified. These will include not only the cost of the personnel of the unit performing the work, but also the costs of the USIBWC **support units** such as the Human Resources Office, Administration Department Divisions (AD, F&A D, GSD, IMD, Budget), Auditor, and Legal Advisor. While some general guidance will be available, **activity-specific discussions must be held with the support units to refine accurate budget projections.**

The major personnel cost categories are:

Personnel Compensation - Regular These are regular salary costs paid to individuals, including paid leave. If the exact grade and step of the employees to be involved in the work is known, the exact information should be used. However, if employees will be involved for whom the exact grade and step is not known, you should use:

Step 4 of the grade for GG employees; and
Step 2 of the grade for WG employees.

These are the “representative rates” which are accepted throughout the Federal government. A GG work year is 2,087 hours, and a WG work year is 2,080 hours.

Personnel Compensation - Premium This is the anticipated pay for overtime, holiday work, Sunday work, Shift, Night, or Hazard Differentials, and cash awards.

Personnel Benefits These are such things as the Government contributions to FICA, Medicare, life and health insurance, Thrift Savings Plan, Retirement, Severance Pay, and Unemployment Compensation* if it is anticipated that entitled employees will be laid off at the end of the work. You should also include Workman’s Compensation if the nature of the work is such that on-the-job injuries may occur. In most cases, a “thumb-nail” percentage of the salary costs can be used for all but severance pay, unemployment compensation*, and workman’s compensation which must be computed separately. The CAO or Budget Office can provide you with the percentage which is being used. The percentage was 29% at the time this Handbook was prepared.

****(NOTE: If TERM employees are to be used, or other employees appointed for more than***

*one year, it is critical to include **Unemployment Compensation** in the budget projections. These individuals are not normally entitled to Severance Pay, but they will be entitled to Unemployment Compensation which is paid by the employer after the project is completed. The amount of these payments will vary from State to State.)*

TRAVEL

Include all travel costs, including mission travel, conference travel, training travel, Permanent Change of Station (PCS) travel, rental of GSA sedans and vans, and rental of commercial sedans and vans (GSA and Commercial trucks and pickups are covered under Transportation of Things, below. Careful - some SUV's are categorized as "trucks.")

Any special travel requirements such as project site orientation visits, pre-bid conferences away from the usual office location, etc., by USIBWC employees, contractor employees, or employees of other Federal agencies should be identified and included. (Usually, only USIBWC travel would be covered, and other travel would be at the expense of the contractors or other Federal agencies. However, in some instances, the USIBWC may cover all or part of the other travel expenses, or may provide transportation, "guide" personnel, etc.)

TRANSPORTATION OF THINGS

These are all transportation costs, including freight, common carrier or contract carrier such as United Parcel Service and Federal Express, GSA and commercial truck (including pickups and some SUV's) rental or lease, mail transportation, transportation of household goods etc. Note that while GSA sedans and vans are covered under Travel, pickups and some SUV's are covered under Transportation of Things.

RENT, COMMUNICATIONS, AND UTILITIES

This covers all charges for possession and use of property and equipment or systems owned by others and used by the USIBWC through rental or lease (not including vehicles listed earlier, or items which are purchased). Some of the more common categories are:

- (1) Telephone service, including cell telephones, FAX, and modem lines;
- (2) Electric service;
- (3) Rental of office space and temporary storage space;
- (4) Rental or lease of office equipment such as copiers, FAX machines, computers, printers, furniture, etc.;
- (5) Rental or lease of machinery such as generators, pumps, transformers, cranes, and other production and/or construction equipment;
- (6) Rental/lease costs associated with communications services including radios, radio repeaters, and tower space;

- (7) Postage (not including parcel post which is under Transportation of Things) and rental of Post Office boxes; and
- (8) Utility services such as gas, water, heat, air conditioning, etc.

PRINTING AND REPRODUCTION SERVICES

These are charges for contractual printing and reproduction, including photo composition, photography, photographic film processing, blueprints, photostating and microfilming, and related composition and binding operations performed by the Government Printing Office, other Government agencies, or commercial printers or photographers. When there are costs in this category, care must be exercised to place the costs into the correct category or either "printing" or "reproduction." Note that charges for the rental/lease of photocopying equipment in USIBWC space and used by USIBWC employees is not in this category.

OTHER SERVICES

This covers charges for contractual services not otherwise classified, to include supplies and materials which may be provided by the contractor in providing the services. Some of the categories included are:

- S Experts, consultants, and Technical Advisors, including A-E's and similar firms, but not including such individuals employed through the Human Resources Office by a personnel action;
- S Repairs and alterations to buildings, bridges, viaducts, equipment, etc., which are performed by contract;
- S Storage and maintenance, when obtained by contract, for vehicles, storage of household goods, etc.
- S Contracts for ADP Software with a useful life of under two years;
- S Janitorial services, trash collection, soil analysis, weight vehicles, and other maintenance contracts such as for copiers, FAX machines, computers, etc.;
- S Publication of notices in the Federal Register or news media, advertising, radio and television time;
- S College/conference/training course fees, tuition, and other charges such as for money orders;
- S Short-term rental of space for public meetings, "start-up" meetings, etc.
- S Employment of interpreters, "court reporters," and translators for the purpose of recording public meetings, providing interpreter services at public meetings, providing English and Spanish transcripts of meetings, etc.; and
- S Auditor services if obtained by contract.

SUPPLIES AND MATERIALS

This covers such things as “off-the-shelf” software costing less than \$25,000 and with a useful life of less than two years, pencils, paper, calendar pads, stenographic notebooks, regular standard forms, unprinted envelopes, other office supplies, desk trays, pen sets, calendar stands, photocopier supplies, computer tapes and discs, manuals, publications such as those obtained by subscription to magazines and periodicals, pamphlets, documents, books, newspapers, records, cassettes, chemicals such as insect repellents, herbicides, pesticides, and waxes, fuel and lubricants, cleaning and toilet supplies, and materials and parts such as for the repair of equipment, machinery, buildings. Also included are items such as batteries, keys, paint, ice, plaques, maps, undeveloped photographic film, slides, drinking water, etc.

EQUIPMENT

This covers the cost of purchased items such as motor vehicles/trucks, boats, desks, tables, chairs, typewriters, computers, monitors, keyboards, printers, calculators, compressors, engines, generators, electric motors, transformers, pumps, books, telephone equipment, electronic equipment, appliances, vacuum cleaners, telecopiers, cameras, transducers, calibration equipment, hoists, flow meters, scientific equipment, measuring and weighing instruments, photographic equipment, duplicating equipment, movie, slide, and overhead projectors, lab equipment, radios, software costing more than \$25,000, tools and implements, etc.

LAND AND STRUCTURES

This covers the costs of purchased land, buildings, office trailer and facilities, and improvements to land and structures. It also covers the cost of fixtures and equipment to be added to the land or structures such as elevators, plumbing, power plant boilers, fire alarm and security systems, lighting, and heating/air conditioning systems, etc.

GRANTS, SUBSIDIES, AND CONTRIBUTIONS

This covers the costs of any grants, subsidies, gratuities, and other aid for which cash payments are made to States, other political subdivisions, corporations, associations, and individuals; contributions to international societies, commissions, proceedings, or projects whether in lump sum or as quotas of expenses; contributions fixed by treaty; grants to foreign countries, etc. Note that non-cash contributions such as services, supplies, materials, and the like are covered by the section representing the nature of the services, articles, etc. which are contributed. For example, a contribution of a pickup truck would be covered by “Equipment.”

ADMINISTRATIVE OVERHEAD COSTS

This is a determination of the administrative costs incurred by the USIBWC for the project or agreement. In some instances, it may be possible to determine a “thumb nail”

cost for like or similar projects/agreements, but the categories must be reviewed in each instance to avoid subsidizing the activity. Elements include, but are not limited to, such items as:

- S Human Resources Office costs for recruiting new personnel, obtaining referrals of eligibles from the U.S. Office of Personnel Management, processing the new hires into the USIBWC workforce, and processing any required current or future Notification of Personnel Action (SF-50's);
- S Finance and Accounting Division and Budget Office costs (including NFC charges) for processing payroll actions, processing payments and invoices (if such costs are not covered by the personnel costs of added TERM or temporary employees), maintenance of the budget and funds control, and accounting for and reporting funding transactions;
- S Information Management Division costs for determining equipment and software compatibility, setting up and maintaining computer equipment, maintaining the computer based electronic communication/LAN system, technical support, and troubleshooting computer related problems;
- S Acquisition Division costs for preparing and issuing solicitations and contracts (to include the costs for photocopying), for small purchases, and for contract administration;
- S General Services Division costs for arranging and setting up office space, furniture, telephone systems, etc., for receiving and delivering supplies, materials, equipment, etc., and for processing mail, to include the costs of postage;
- S Costs of the Office of the Legal Advisor for reviewing agreements, contracts, protests, appeals, and claims;
- S A pro-rate share of the office building lease, telephone service FAX service, etc. if these costs are not budgeted separately;
- S Costs incurred by audit staff who are USIBWC employees engaged either directly in audits of contracts/agreements, or in overseeing contract audit staff; and
- S An overhead cost to represent a proportional share of the cost of USIBWC management, i.e., time required by the CAO, ACAO, FAO, PE's, Commissioner, etc.

These costs may range from 25% to over 100% of the work costs.

APPENDIX B

Cost Calculation Worksheet

H 350-B.1 Purpose

The Cost Calculation Worksheet (Worksheet) is to be used in conjunction with the Budget and Cost Definitions (Appendix A). Its purpose is to guide the development of a budget for a project or agreement by providing reasonably accurate data. If, in the development of the agreement or project, unanticipated costs are identified, they should be added to the budget so as to avoid either budget deficits or the need to secure approval to shift funds among the budget categories. Where standard costs are shown, **these are as of February 2000**, and most will change at the beginning of each fiscal year. Check to determine the accuracy of the costs and percentiles for each new fiscal year.

PERSONNEL COSTS

Regular personnel compensation	-	-	-	-	-	\$	_____
Premium pay personnel compensation	-	-	-	-	-	\$	_____
Regular personnel benefits (29% of regular personnel compensation)						\$	_____
Workman's Compensation Benefits	-	-	-	-	-	\$	_____
Unemployment Compensation Benefits	-	-	-	-	-	\$	_____
Severance Pay Benefits (See HRO for calculation procedure)						\$	_____
Total Personnel Costs	-	-	-	-	-	\$	_____

TRAVEL COSTS

Mission Travel, including travel for "start-up" meetings, pre-bid conferences, etc.	-	-	-	-	-	-	\$	_____
Conference Travel	-	-	-	-	-	-	\$	_____
Training Travel	-	-	-	-	-	-	\$	_____
PCS Travel	-	-	-	-	-	-	\$	_____
Commercial & GSA Vehicle (Sedans/Vans) Rentals	-	-	-	-	-	-	\$	_____
Parking Fees	-	-	-	-	-	-	\$	_____
Bridge Tolls	-	-	-	-	-	-	\$	_____
POA/POV Mileage Fees	-	-	-	-	-	-	\$	_____
Total Travel Costs	-	-	-	-	-	-	\$	_____

TRANSPORTATION OF THINGS COSTS

Freight	-	-	-	-	-	-	\$	_____
Common/Contract Carrier (UPS, Fed Ex, etc.)	-	-	-	-	-	-	\$	_____
GSA & Commercial Truck/Pickup Rentals/Leases	-	-	-	-	-	-	\$	_____
Mail Transportation (Not including 1 st Class)	-	-	-	-	-	-	\$	_____
Transportation of Household Goods	-	-	-	-	-	-	\$	_____

Other Transportation Costs	-	-	-	-	-	-	\$ _____
Total Freight Costs	-	-	-	-	-	-	\$ _____

RENT, COMMUNICATIONS, AND UTILITIES

Telephone Service, including cell phones, FAX, and modem lines-							\$ _____
Electrical Service	-	-	-	-	-	-	\$ _____
Rental/Lease of Office Space	-	-	-	-	-	-	\$ _____
Rental/Lease of Office Equipment (Copiers, FAX, Computers, etc.)							\$ _____
Rental/Lease of Machinery	-	-	-	-	-	-	\$ _____
Communications Services	-	-	-	-	-	-	\$ _____
Postage & Rental of Post Office Boxes	-	-	-	-	-	-	\$ _____
Utility Services (Gas, Water, Heat, Air Conditioning, etc.)	-	-	-	-	-	-	\$ _____
Total Rent/Communications/Utilities Costs							\$ _____

PRINTING AND REPRODUCTION

Printing Costs	-	-	-	-	-	-	\$ _____
Reproduction Costs (Photocopying by Other Than USIBWC)							\$ _____
Total Printing & Reproduction Costs	-	-	-	-	-	-	\$ _____

OTHER SERVICES

Experts, Consultants, Technical Advisers,	-	-	-	-	-	-	\$ _____
Contract Auditors	-	-	-	-	-	-	\$ _____
Contract Repairs and Alterations	-	-	-	-	-	-	\$ _____
Storage and Maintenance	-	-	-	-	-	-	\$ _____
Contracts for ADP Software	-	-	-	-	-	-	\$ _____
Contract Laboratory Testing & Analysis	-	-	-	-	-	-	\$ _____
Janitorial, Trash Collection, Other Maintenance							\$ _____
Publication of Notices	-	-	-	-	-	-	\$ _____
Fees, Tuition, Other Charges	-	-	-	-	-	-	\$ _____
Rental of Meeting Halls for Public Hearings	-	-	-	-	-	-	\$ _____
Court Reporters, Interpreters, Translators	-	-	-	-	-	-	\$ _____
Other "Other Services" such as some of the PCS costs.-	-	-	-	-	-	-	\$ _____
Total Other Services	-	-	-	-	-	-	\$ _____

SUPPLIES AND MATERIALS

General Office Supplies	-	-	-	-	-	-	\$ _____
Computer Supplies, Software Under \$25,000	-	-	-	-	-	-	\$ _____
Copier Supplies	-	-	-	-	-	-	\$ _____
Cleaning Supplies	-	-	-	-	-	-	\$ _____
Books, Subscriptions	-	-	-	-	-	-	\$ _____
Chemicals, Repellants, Herbicides, etc.	-	-	-	-	-	-	\$ _____

Fuel & Lubricants	-	-	-	-	-	-	\$	_____
Ice, Water, Photographic film, Maps, etc.	-	-	-	-	-	-	-	\$ _____
Other Supplies and Materials	-	-	-	-	-	-	\$	_____
Total Supplies and Materials	-	-	-	-	-	-	\$	_____

EQUIPMENT

Motor Vehicles (Any Kind), Purchased	-	-	-	-	-	-	\$	_____
Construction Equipment, Purchased	-	-	-	-	-	-	\$	_____
Office Furniture, Purchased	-	-	-	-	-	-	-	\$ _____
Computer Equipment, Purchased	-	-	-	-	-	-	-	\$ _____
Telephone Equipment, Purchased-	-	-	-	-	-	-	-	\$ _____
Duplicating Equipment, Purchased	-	-	-	-	-	-	-	\$ _____
Audio Visual Equipment, Purchased	-	-	-	-	-	-	\$	_____
Laboratory Equipment, Purchased-	-	-	-	-	-	-	-	\$ _____
Photographic Equipment, Purchased-	-	-	-	-	-	-	\$	_____
Radio Equipment, Purchased-	-	-	-	-	-	-	\$	_____
Computer Software <u>Over</u> \$25,000	-	-	-	-	-	-	-	\$ _____
Other Equipment, Purchased-	-	-	-	-	-	-	\$	_____
Total Equipment	-	-	-	-	-	-	\$	_____

LANDS AND STRUCTURES

Land, Buildings, Office Trailers, Other Structural Facilities	-	-	-	-	-	-	\$	_____
Improvements to Land, Buildings, Office Trailers	-	-	-	-	-	-	-	\$ _____
Fire/Security Alarm Systems	-	-	-	-	-	-	\$	_____
Lighting, Heating/Cooling Improvements	-	-	-	-	-	-	-	\$ _____
Other Lands and Structures	-	-	-	-	-	-	-	\$ _____
Total Lands and Structures	-	-	-	-	-	-	-	\$ _____

GRANTS, SUBSIDIES, AND CONTRIBUTIONS

_____	\$	_____
_____	\$	_____
_____	\$	_____
_____	\$	_____
Total Grants, Subsidies, & Contributions	-	\$ _____

ESTIMATED CONTRACT COSTS

Architect-Engineer Contract		
Concept Plans	-	\$ _____
Facility Plans	-	\$ _____

Design	-	-	-	-	-	-	-	\$	_____
Construction Management							-	-	\$
Total A-E Contracts							-	-	\$
Construction Contracts									
_____	-	-	-	-				\$	_____
_____	-	-	-	-				\$	_____
_____	-	-	-	-				\$	_____
_____	-	-	-	-				\$	_____
Total Construction Contracts							-	\$	_____
Environmental Contracts									
_____	-	-	-	-				\$	_____
_____	-	-	-	-				\$	_____
_____	-	-	-	-				\$	_____
Total Environmental Contracts							-	\$	_____
Supply Contracts									
_____	-	-	-	-				\$	_____
_____	-	-	-	-				\$	_____
_____	-	-	-	-				\$	_____
Total Supply Contracts							-	\$	_____
Utility Contracts									
_____	-	-	-	-				\$	_____
_____	-	-	-	-				\$	_____
_____	-	-	-	-				\$	_____
Total Utility Contracts							-	\$	_____
Other Contracts									
Audit Services (If not to be performed by Compliance Office)									\$
_____	-	-	-	-				\$	_____
_____	-	-	-	-				\$	_____
Total Other Contracts							-	\$	_____

COMMENTS/DISCUSSION: _____

ADMINISTRATIVE OVERHEAD COSTS

For any situation where work is to be performed, there are "Administrative Overhead Costs." These are the costs associated with the administrative support functions such as maintaining the organization's financial records, processing payrolls and employee benefits, human resources support, legal support, acquisition support, management and executive direction, etc. For regular, already established mission functions, usually referred to as S&E, these costs are "built in" and are included in the budgets. However,

anytime there is new work to be performed, including in the S&E functions, there will be additional administrative overhead costs, and these must be computed to assure that requested budgets will be sufficient to cover all costs.

When addressing the financial needs of new work which is to be performed either under grant funding or reimbursable funding, it is critical that these costs be fully and completely identified. Failure to do so can result in either the work having to be abandoned for lack of funding, or having to support the work with funding appropriated for other work, a situation where additional resources will have to be expended to assure that legal and regulatory requirements are fully and completely met. In addition, the shift of funding from other work means that the other, planned work will not be funded and cannot be performed.

Shown below are some of the more common and costly administrative costs which are inherent in new work. In working with these costs, **keep in mind that the costs shown are current as of February 2000.** The costs will have to be adjusted for work to be performed at a later date. Where the costs are valid for a set period, such as the OPM costs for Fiscal Year 2000, the information will be shown. If no set period is shown, check back with the support office to obtain the current costs.

GENERAL SERVICES DIVISION

Cost for arranging office space, including move in of furniture and equipment, **not** including cost of furniture and equipment.

One-time charge - \$200/employee
#Employees _____ X \$200 = - - - - - \$_____

Cost for arranging telephone service and installation, including cabling and installation but not including cost of telephones & switchgear.

One-time charge - \$150/telephone
#Telephones _____ X \$150 = - - - - - \$_____

Cost for reviewing telephone bills, resolving questions, and forwarding for payment.

Monthly charge, per telephone number \$6.90/month
#Telephone Number _____ X \$6.90 X #Months _____ = - - - - - \$_____

Cost for arranging assignment of GSA vehicle, reviewing monthly mileage reports, preparing and forwarding information to GSA.

Monthly charge, per GSA vehicle \$4.98/month
#GSA Vehicles _____ X \$4.98 X #Months _____ = - - - - - \$_____

Cost for acquisition/lease of real property, rights of way, etc., including title search, comparability studies, negotiations, etc.

Varies by location and work involved. Contact Chief, General

Services Division for cost information.

#Real Property Acquisitions _____ X Cost \$_____ - - - \$_____

Total General Services Division - - - - \$_____

HUMAN RESOURCES OFFICE

Cost of OPM Referrals (Valid Through End of FY 2000)

S Positions such as Engineer, Environmental Protection Specialist, Accountant, Higher grade Hydrologic Technician/Accounting Technician, etc.

\$860 for each grade level

#Referrals _____ X \$860 = - - - - - \$_____

S Higher grade Interdisciplinary positions

\$1,290 for each grade level

#Referrals _____ X \$1,290 = - - - - - \$_____

S Clerical support positions at grade level GG-5 and below

\$575 for each grade level

#Referrals _____ X \$575 = - - - - - \$_____

Internal USIBWC Recruiting Actions

S Development and issuance of a JOA, acceptance of applications, rating/evaluation of applications, responding to inquiries, FAX transmission of JOA's, issuance of referral to selecting official.

\$479.75 for each JOA

#JOA's _____ X \$479.75 = - - - - - \$_____

S Development and classification of position description

\$409.14 for each grade level

#Position Descriptions _____ X \$409.14 = - - - - - \$_____

S Processing SF-52, Request for Personnel Action:

\$19.91 each

#SF-52's _____ X \$19.91 = - - - - - \$_____

S Processing SF-50, Notification of Personnel Action

\$14.93 each

#SF-50's _____ X \$14.93 = - - - - - \$_____

S Processing Training Request & Maintaining Training Records

\$31.14 each

#Training Requests _____ X \$31.14 = - - - - - \$_____

S Maintaining TSP account information

\$29.87/each/year

#Employees _____ X \$29.87 = - - - - - \$_____

S Maintenance of OPF & Personnel Records

\$100.06/each/year

#Employees _____ X \$100.06 = - - - - - \$ _____
 S Technical support: Retirement, life insurance, health insurance, military
 service, NFC/PACT/PRES troubleshooting

\$237.05/employee/year

#Employees _____ X \$237.05 = - - - - - \$ _____

Total Human Resources Office - - - \$ _____

ACQUISITION DIVISION

Average cost of small purchase where RFQ not required - - \$ 76.99

#No RFQ small purchases _____ X \$ 76.99 = - - - \$ _____

Average cost of small purchase where RFQ **is** required - - \$ 96.24

#RFQ required small purchases _____ X \$ 96.24 = - - - \$ _____

Average cost of service contract, All Aspects, including administration- \$ 3,622

#Service Contracts, _____ X \$ 3,622 = - - - \$ _____

Average cost of construction contracts, All Aspects including administration,
\$2,717

Construction Contracts, _____ X \$ 2,717 - - - - - \$ _____

Total Acquisition Costs - - - \$ _____

FINANCE & ACCOUNTING DIVISION

Average cost for processing a travel voucher - - \$ 19.73

Estimated # Travel Vouchers _____ X \$ 19.73 = - - - \$ _____

Average cost for processing a payment - - \$ 19.73

Estimated # payments _____ X \$ 19.73 = - - - \$ _____

Average cost for processing a collection - - \$ 14.96

Estimated # collections _____ X \$ 14.96 = - - - \$ _____

Average cost for processing an employee's payroll/Pay Period \$12.03

#Employees _____ X \$ 12.03 X _____ Pay Periods = - - - \$ _____

Average cost for reviewing a Requisition to assure: proper coding, funds available, funds
 authorized when -

A. Requester does not have to be contacted - \$7.11

B. Requester must be contacted - - - \$28.44

#A type Requisitions _____ X \$7.11 = - - - - \$ _____
 #B type Requisitions _____ X \$28.44 = - - - - \$ _____
 Average cost for developing and issuing **Monthly** budget reports \$598.26
 # Budget reports _____ X \$598.26 = - - - - \$ _____
Total, Finance and Accounting Division - - - - \$ _____

LEGAL ADVISOR

Hours to review non-complex contract 6
 #Non-complex contracts _____ X \$287.43 = - - - - \$ _____
 # Hours to review complex contract 10
 #Complex contracts _____ X \$479.00 = - - - - \$ _____
 (*Multiply hours X hourly rate X 1.29)
Total, Office of Legal Advisor - - - - \$ _____

COMPLIANCE OFFICE

Estimated cost* to audit non-complex contract = \$3,752.21
 # Non-complex contracts _____ X \$3,752.21 = - - - - \$ _____
 Estimated cost* to audit complex contract = \$7,154.40
 # Complex contracts _____ X \$7,154.40 = - - - - \$ _____
 (*Cost shown include hours at hourly rate X 1.29 plus travel & per diem)
Total, Compliance Office - - - - \$ _____

INFORMATION MANAGEMENT DIVISION (IMD)

Annual cost for supporting one (1) PC, including selecting hardware, selecting compatible software, installation, maintenance, and Internet service - - - - \$2,669.09
 #PC's _____ X \$2,669.09 = \$ _____ **Total for IMD-** - - - - \$ _____

DESIGN DIVISION

These costs will have to be determined through discussions with the Division Engineer,
 Design Division. Costs should include hourly rates X 1.29 plus any travel and per diem.

ENVIRONMENTAL MANAGEMENT DIVISION

These costs will have to be determined through discussions with the Division Engineer, Environmental Management Division. Work to be included would include review of environmental documents and should be computed by multiplying hourly rates X 1.29 plus any travel and per diem.

MANAGEMENT AND EXECUTIVE DIRECTION

The cost of management and executive direction for each IAG, MOA, MOU, or other agreement is:

\$500.00 plus 0.2% of the total value of the initial agreement. For an agreement valued at \$100,000.00, this cost would be $\$500 + \$200 = \$700$.

APPENDIX C

International Agreements/Minutes

- *Reserved* -

The practices and procedures governing international agreements and minutes are covered in a Directive issued by the Foreign Affairs Office. Individuals working with such agreements should contact the Foreign Affairs Office for guidance.

APPENDIX D

MOU/MOA/IAG Agreement Format

H 350-D.1 Basic Requirements

A. Title 31 U.S.C. Section 6303, Using Procurement Contracts, requires that Federal executive agencies use *procurement* contracts to reflect the relationship between the United States government and a State, a local government, or other non-Federal governmental entity. The following is a quote of the law.

“31 USC Sec. 6303

Title 31 - Money and Finance

Subtitle V - General Assistance Administration

Chapter 63 - Using Procurement Contracts and Grant and Cooperative Agreements

Sec. 6303. Using procurement contracts

An executive agency shall use a procurement contract as the legal instrument reflecting a relationship between the United States Government and a State, a local government, or other recipient when -

(1) the principal purpose of the instrument is to acquire (by purchase, lease, or barter) property or services for the direct benefit or use of the United States Government; or

(2) the agency decides in a specific instance that the use of a procurement contract is appropriate.” [Pub. L. 97-258, Sept. 13, 1982, 96 Stat. 1004.]”

B. It is the determination of the United States Commissioner that all intergovernmental (agreements between the USIBWC and State, local, and/or other non-Federal governmental entities) and interagency (agreements between the USIBWC and other Federal government agencies) agreements shall be framed in the form of a procurement contract. Exempt from this requirement are those agreements which do not entail the expenditure of resources of any kind and those agreements with Mexico which will be framed in the format of treaty and treaty-type agreements. Also exempt are those agreements whereby the USIBWC is receiving funding from another governmental entity, and that organization requires the use of its own format.

C. Under the provisions of 31 USC Sec. 6307, the Director of the Office of Management and Budget is authorized to issue interpretive guidelines and exemptions to promote consistent and efficient use of procurement contracts, grant agreements, and cooperative agreements. These guidelines have been issued in various OMB Circulars including, but not limited to, A-87 and A-97..

D. Any MOA/MOU/IAG must be supported by a Requisition Form which provides the information cited in the Procurement Handbook, Volume II, Chapter 310, Handbook H 310.

H 350-D.2 Agreement Format

A. To provide for the consistent processing, implementation, and audit of agreements such as MOA's, MOU's, MOA's, and IAG's*, the USIBWC has adopted a standardized format for such agreements. This format is shown below.

***NOTE:** Agreements with some agencies and/or organizations will be in the format specified by the agency providing the funding for the work to be performed.

B. The format shown below is a pattern which will have to be modified to fit individual situations. For example, the sample is for a situation where the USIBWC is paying another organization for services, and a number of individual work orders or task orders will be required. The sample would have to be modified to cover a situation where the USIBWC would be paid for providing services to another organization. Information on how to modify the sample can be obtained from the Acquisition Division. Any modifications must be approved in the review process.

Contract No. IBM-_____

MEMORANDUM OF [Enter Agreement or Understanding] **OR**
INTERAGENCY AGREEMENT

UNITED STATES SECTION
INTERNATIONAL BOUNDARY AND WATER COMMISSION
UNITED STATES AND MEXICO

AND

[Enter Full Name of Other Organization]

This (Memorandum of _____ [MOA/MOU/**or** IAG] - *spell out in full, followed by correct acronym in quotes*) is made by and between the United States Section, International Boundary and Water Commission, United States and Mexico, hereafter referred to as "USIBWC" of El Paso, Texas, and the _____ [Other organization full name], hereafter referred to as "[other organization acronym in quotes]," of _____ [City], _____ [State].

WITNESSETH:

WHEREAS, [description of problem or situation] ; and

WHEREAS, The USIBWC and the [other agency acronym] are cooperating to [description of end result desired by cooperative effort] ; and

WHEREAS, The Federal agencies are authorized under the Economy Act, 31 U.S.C. 1535 and 22 U.S.C. 277 et seq.; (***WARNING! The authority shown is valid only for agreements between Federal government agencies. Agreements involving other, non-Federal governmental entities require a different authority. Enter the correct authority.***) and

WHEREAS, The [other agency acronym] Possesses the capabilities to [description of capabilities of other organization to supplement USIBWC] ; and

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE I: USIBWC SERVICES

The following services will be provided by the USIBWC:

A. Provide a draft Individual Work Order (**IWO**) to [other agency acronym] For desired services, requesting a detailed cost proposal.

B. Negotiate equitably with [other agency acronym] For fair and reasonable costs for the required services.

C. Issue Notice to Proceed (**NTP**) for negotiated IWO's.

D. [description of USIBWC activities]

E. [description of USIBWC activities]

F. Pay [other agency acronym] in accordance with ARTICLE V. below.

ARTICLE II: [other agency acronym] SERVICES

The following services will be provided by the [other agency acronym] , as requested by the USIBWC. The USIBWC retains the right to procure these same services from other suppliers at any time.

A. Provide a detailed cost proposal for each IWO within ten (10) working days of receipt of IWO draft scope of work. The proposal shall include an estimate of all direct costs and verified overhead factor for each activity. The direct costs to be itemized include types of personnel, wage rates, estimated hours, travel expenses, etc.

B. Provide services and deliverables in accordance with terms and conditions of written IWO's upon receipt of NTP.

C. Services to be provided (and due dates) are:

- 1.
- 2.
- 3.
- 4.

D. Deliverables to be provided (and due dates) are:

- 1.
- 2.
- 3.
- 4.

E. Submit billing for services rendered in accordance with Article V. below.

ARTICLE III: INDIVIDUAL WORK ORDERS AND NOTICE TO PROCEED

Requests for services to be performed by the [other agency acronym] will be documented as follows:

A. Each request will be initiated by a written IWO describing in detail the scope of work, required deliverables, delivery schedule, and any such particulars as are necessary to describe clearly the obligations of the parties with respect to the requested services. The IWO scope of work and costs shall be negotiated by both parties prior to issuance by the USIBWC.

B. Work for each IWO will commence only upon issuance of a written NTP by the USIBWC.

C. No work is to commence nor costs to be incurred under this (MOA/MOU) until the above conditions are satisfied.

ARTICLE IV: COST AND FUNDING

The USIBWC agrees to provide funding resources for all agreed upon costs associated with the services to be provided.

ARTICLE V: PAYMENTS

Payments for services performed by the [other agency acronym] will be made as follows:

- A. No costs in excess of the estimate included in the IWO shall be incurred pursuant to this (MOA/MOU/IAG) without prior written approval from the Contracting Officer;
- B. Upon completion of each IWO, the [other agency acronym] shall submit a detailed invoice for actual expenses incurred in the performance of the IWO. The invoice will include a listing of the direct costs (labor, material, etc.), the quantities and unit rates for each, and the negotiated overhead factor; and
- C. Reimbursement will be made for all verified expenses after acceptance of the required deliverables by the USIBWC technical representative as shown on the IWO cost estimate.

ARTICLE VI: DURATION

This (MOA/MOU/IAG) is effective from the date of execution until [month] [day] , [year] , and is renewable from year to year as may be agreed by both parties in the form of a written amendment to the (MOA/MOU/IAG). **[NOTE: For administrative convenience and to avoid confusion regarding the availability of funding, agreements should be set to end at the conclusion of the Federal fiscal year.]**

ARTICLE VII: AMENDMENTS

This (MOA/MOU/IAG) may be modified at any time by written agreement of both parties. Either party may request a review of the contents of this agreement, at any time, to provide recommendations for amendments.

ARTICLE VIII: INTERAGENCY COMMUNICATIONS

To provide for consistent and effective communication between both parties, each agency shall immediately designate representatives to serve as the points of contact on all matters relating to this (MOA/MOU/IAG).

Each agency will advise the other agency in writing of the names and telephone numbers of the representatives designated.

IN WITNESS WHEREOF, the parties hereto execute this instrument to be effective when signed by both parties.

(Continued on Next Page)

FOR THE USIBWC

Date: _____

[*Typed Name of USIBWC Signatory*]
[Typed Position Title of USIBWC Signatory]
United States Section
International Boundary and Water Commission
United States and Mexico

FOR THE [*other agency acronym*] _____

Date: _____

[*Typed Name of Other Agency Signatory*]
[*Signatory's job or organizational title*]
[*Other Organization's full name*]

APPENDIX E

Laws and Regulations

H 350-E.1 General

A. As indicated in the Directive, the USIBWC, through the United States Commissioner, is authorized to enter into interagency and intergovernmental agreements by a variety of laws and regulations. Most of these laws and regulations have **limitations** and **conditions** attached to their use.

B. Listed below are a number of the laws and regulations which the USIBWC may use at one time or another. **Some, but not all**, of the limitations and conditions for their use are shown. The listing is not exhaustive, and the limitations and conditions reflected should not be considered as all inclusive. **Before using, or discarding, any of the authorities shown, the user should research and review the authority in its entirety.** Where there are any uncertainties, the assistance of the Legal Advisor should be sought.

“ECONOMY ACT”

The Economy Act is the popular name for a law which applies to a number of the United States Codes (USC). Some of these are listed below.

10 USC § 377 - Authorizes the Department of Defense to provide military support for civilian law enforcement agencies. Reimbursement by the civilian agency may or may not be required, depending on the nature of the support.

22 USC 277 - Authorizes the President of the United States to designate the American Commissioner of the International Boundary Commission, United States and Mexico, or other Federal agency, to cooperate with a representative or representatives of the Government of Mexico in a study regarding the equitable use of the waters of the lower Rio Grande and the lower Colorado and Tia Juana Rivers, for the purpose of obtaining information which may be used as a basis for the negotiation of a treaty with the Government of Mexico related to the use of the waters of these rivers and to matters closely rated thereto. On completion of such study the results shall be reported to the Secretary of State.

[Amended August 19, 1935, to create the International Boundary Commission.

Amended March 3, 1927, to provide for a study of the Tia Juana River in addition to the lower Rio Grande and Colorado Rivers.

June 30, 1932: powers, duties, and functions of the International Water Commission, United States and Mexico, American Section, were transferred to the International Boundary Commission, United States and Mexico, American Section. Reconstituted as the International Boundary and Water Commission by the Water Treaty of 1944.]

NOTE: This permits agreements with the Government of Mexico only, and provides **no** authority for agreements with other U.S. Federal agencies, or with domestic State and Local governments. However, subsequent Public Laws (Pub. L.) provided broader range of authority. Those noted are:

Pub. L. 100-465, October 3, 1988, Rio Grande Pollution Correction Act of 1987;
Pub. L. 92-549, October 25, 1972, American-Mexican Boundary Treaty Act of 1972;
Pub. L. 88-300, April 29, 1964, American-Mexican Chamizal Convention Act of 1964;
Act of September 13, 1950, American-Mexican Treaty Act of 1950 (64 Stat. 846)

29 USC § 563a - Authorizes the Department of Labor (DOL) to establish and maintain a working capital fund for a comprehensive program of centralized services including worker's compensation. The DOL is empowered to draw reimbursement in advance from funds available to Federal agencies in amounts which will pay the full cost of operations, including depreciation of capitalized equipment and amortization of ADP software and systems.

31 USC 1535 - Authorizes agreements among and between **Federal** agencies through which an agency may place an order with a major organizational unit within the same agency or another agency for goods or services if:

- (1) amounts are available;
- (2) the head of the ordering agency decides the order is in the best interest of the United States Government;
- (3) the agency or unit to fill the order is able to provide or get by contract the ordered goods or services; and
- (4) **the head of the agency decides ordered goods or services cannot be provided by contract as conveniently or cheaply by a commercial enterprise.** (Emphasis provided)

Payment shall be made promptly by check on the written request of the agency or unit filling the order. Payment may be made in advance or on providing the goods or services and shall be for any part of the estimated or actual cost as determined by the agency or unit filling the order. However, no agreement providing for advance payment may be entered into unless it contains a provision requiring the refund of any unobligated balance of the advance.

A bill submitted or a request for payment is not subject to audit or certification in advance of payment. Proper adjustment of amounts paid in advance shall be made as agreed to by the heads of the agencies or units on the basis of the actual cost of the goods or services provided. **An order placed or agreement made under this section obligates an appropriation of the ordering agency or unit.**

The amount obligated is deobligated to the extent that the agency or unit filling the

order has not incurred obligations, before the end of the period of availability of the appropriation, in -

- (1) providing goods or services; or
- (2) making an authorized contract with another person to provide the requested goods or services.

NOTE: Pub. L. 103-355, Title I, Sec. 1074, October 13, 1994, 108 Stat. 3271, provided that the Federal Acquisition Regulation (FAR) was to be revised to include regulations governing the exercise of authority under this section for Federal agencies to purchase goods and services under contracts entered into or administered by other agencies, and further provided for content of regulations and **the establishment of systems to monitor procurements under such regulations**. Final FAR regulations were published in the Federal Register of September 26, 1995, and were effective October 1, 1995. See 60 F.R. 49720.

40 USC § 298b - Authorizes the Administrator of General Services (GSA) to furnish services in the continental United States, on the basis of full reimbursement and at the request of the State Department, to any international body with which the United States Government is affiliated.

43 USC § 1471f - Authorizes the Department of the Interior (DOI), through appropriations made to DOI or provided from other Federal agencies through reimbursable or other agreements pursuant to **sections 1535 and 1536 of title 31** may be used to fund, incrementally, research work orders for cooperative agreements with colleges and universities, State agencies, and nonprofit organizations that overlap fiscal years: **Provided**, that such cooperative agreement shall contain a statement that "the obligation of funds for future incremental payments shall be subject to the availability of funds."

**"ADMIRAL JAMES W. NANCE FOREIGN RELATIONS AUTHORIZATION ACT,
FISCAL YEARS 2000 and 2001"**

**§ 824 ASSISTANCE TO STATES AND LOCAL GOVERNMENTS BY THE
INTERNATIONAL BOUNDARY AND WATER COMMISSION**

(a) **AUTHORITY** - Upon the request of a State or local government, the Commissioner of the United States Section of the International Boundary and Water Commission may provide, on a reimbursable basis, technical tests, evaluations, information, surveys, or other similar services to that government.

(b) **REIMBURSEMENTS** -

- (1) **AMOUNT OF REIMBURSEMENT** - Reimbursement for services under

subsection (a) shall be made before the services are provided and shall be in an amount equal to the estimated or actual cost of providing the goods or services, as determined by the United States Section of the International Boundary and Water Commission on the basis of the actual cost of goods or services provided.

(2) CREDITING APPLICABLE APPROPRIATION ACCOUNT - Reimbursements received by the United States Section of the International Boundary and Water Commission for providing services under this section shall be deposited as an offsetting collection to the appropriation account from which the cost of providing the services has been paid or will be charged.

FEDERAL EMPLOYEES INTERNATIONAL ORGANIZATION SERVICE ACT

5 CFR 352, Subpart C - Detail and Transfer of Federal Employees to International Organizations

Under this authority, a Federal agency can detail or transfer an employee to an international organization for up to five (5) years with or without the consent of the employee. With the approval of the Secretary of State, the detail can be extended for an additional three (3) years. The employee continues to be carried as an employee of the Federal agency, and can, under specific conditions, continue his/her health insurance, life insurance, and all other rights and benefits. Time spent working for the international organization counts as service time for retirement purposes.

The employee is entitled to return to the position from which he/she was detailed, or to a position of like seniority, status, and pay. Where appropriate, equalization allowances may be paid to the employee while on detail.

Such details may be made without the prior approval of OPM if the organization to which the employee is to be detailed is on the listing of international organizations maintained by OPM. If the organization is not on the listing, approval of the organization must be sought from OPM who will consult with the Secretary of State in determining if the organization meets the "international organization" criteria.

The following types of positions **are not** eligible for such details:

- S Presidential appointee;
- S Schedule C appointees to confidential or policy-determining positions;
- S Employees serving under noncareer, limited emergency, or limited term appointment in the SES;
- S Employees serving under a temporary appointment pending establishment of a register (TAPER employees);
- S Employees serving under an appointment specifically limited to one (1) year or less; and

- S Employees serving on a seasonal, intermittent, or part-time basis.

INTERGOVERNMENTAL PERSONNEL ACT MOBILITY PROGRAM (IPA)

5 CFR 334 - The IPA provides for the temporary assignment of personnel between the Federal Government and state and local governments, colleges and universities, Indian tribal governments, federally funded research and development centers, and other eligible organizations.

Under this authority, Federal employees can be temporarily assigned to state and local organizations, and state and local employees can be assigned to Federal agencies. Assignments are limited to two (2) years, and may be extended for two (2) additional years. Assignments are initiated by management. Assignments are **voluntary** and must be agreed to by the employee.

Federal employees retain all employee rights and benefits. Federal employees are required to agree to a service agreement which requires the employee to remain in Federal civil service for a period of time equal to the amount of time spent on the IPA assignment once the assignment is completed.

Excluded from such assignments are:

- C Federal, State or local government employees serving under noncareer, excepted service, noncompetitive, time-limited, temporary or TERM appointments;
- C Elected Federal, State, or local government officials;
- C Members of the uniformed military services and the Commissioned Corps of the Public Health Service and the National Oceanic and Atmospheric Administration; and
- C Students employed in research, graduate, or teaching assistant and similar temporary positions.

There are limitations on paying administrative costs when individuals are being detailed **to** a Federal agency. Cost sharing is encouraged, but not required. Under some circumstances, travel, relocation, and per diem expenses can be paid.

INTERGOVERNMENTAL COOPERATION ACT

31 USC 6501 - 6508 - Authorizes Federal agencies to enter into agreements to provide *assistance* (anything of value for a public purpose of support or stimulation that is authorized by a law of the United States and provided by the United States Government through grant or contractual arrangements including technical assistance programs providing assistance by loan, loan guarantee, or insurance) to State and local governments as well as special purpose units of local government. There are significant limitations and

controls on Federal agency activities under this authority **because the primary use of the authority is for Federal agencies to provide GRANTS to State and local governmental entities**. Some of these are outlined below.

Consistent with the regulations of the Secretary of the Treasury, the head of an executive agency carrying out a grant program shall schedule the transfer of grant money to minimize the time elapsing between transfer of the money from the Treasury and the disbursement by a State, whether disbursement occurs before or after the transfer. A State is not accountable for interest earned on grant money pending its disbursement.

A State may not be required by a law or regulation of the United States to deposit grant money received by it in a separate bank account. However, a State shall account for grant money made available to the State as United States grant money in the accounts of the State. The head of the State agency concerned shall make periodic authenticated reports to the head of the appropriate executive agency on the status and the application of the money, the liabilities and obligations on hand, and other information required by the head of the executive agency. Records related to the grant received by the State shall be made available to the head of the executive agency and the Comptroller General for auditing.

The head of an executive agency may provide services prescribed by the President under this section to a State or local government when -

- (1) written request is made by the State or local government; and
- (2) payment of pay and all other identifiable costs of providing the services is made to the executive agency by the State or local government making the request.

Payment received by an executive agency for providing services under this section shall be deposited to the credit of the principal appropriation from which the cost of providing the services has been paid or will be charged.

Federal agency activities under the provisions of this code are subject to Congressional review, particularly for grant programs. In addition, committees of Congress may request the Comptroller General to study the Federal agency activities.

Federal agency activities identified in the Code which are most commonly performed for State and local governments are:

- C statistical and other studies and compilations;
- C development projects;
- C technical tests and evaluations;
- C technical information;
- C training activities;
- C surveys;

- C reports;
- C documents; and
- C development assistance such as -
 - S appropriate land uses for housing, commercial, industrial, governmental, institutional and other purposes;
 - S wise development and conservation of all natural resources;
 - S balanced transportation systems, including highway, air, water, pedestrian, mass transit, and other means to move people and goods;
 - S adequate outdoor recreation and open space;
 - S protection of areas of unique natural beauty and historic and scientific interest;
 - S properly planned community facilities (including utilities for supplying power, water, and communications), for safely disposing of wastes, and for other purposes; while
 - S establishing and maintaining concern for high standards of design.

APPENDIX F

Workflow and Time Line Schematics

Attached are two schematics which reflect the flow the work or process in developing and implementing an agreement. One shows the flow in those instances where the USIBWC is receiving funding from another source, and one reflects the flow when the USIBWC is providing the funding.

This information is provided for planning purposes. The times shown are considered a close approximation. Depending upon the nature and complexity of the agreement involved, the required for each step may be longer or shorter. However, the bottom line is not expected to vary significantly.